



**CRA MEETING  
ZEPHYRHILLS, FLORIDA**

**Monday, October 24, 2022  
5:00 PM**

The City of Zephyrhills will maintain a quorum at the dais and host a GoToMeeting to allow the public to attend remotely.

Please join the GoToMeeting  
from your computer, tablet or smartphone:

<https://meet.goto.com/524953685>

or dial in using your phone:

+1 (408) 650-3123 - Access Code: 524-953-685

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills  
City Hall**

**Council  
Chambers**

Call to Order – CRA Board Chairperson Lance A. Smith  
Roll Call – City Clerk Lori Hillman

**1. BUSINESS ITEMS**

**1.1 Little But Loud - Backyard Construction Management Agreement 25-22-07 with A.D. Morgan**

1. 25-22-07 A.D. Morgan - Little But Loud-Backyard Construction Management
2. Exhibit A - Bid. No. 35-22-04 Request for Qualifications - Little But Loud-Backyard
3. Exhibit B - A.D. Morgan RFQ Response
4. Exhibit C - A.D. Morgan - Little But Loud-Backyard

**1.2 Hercules Park Presentation**

1. Hercules Park - Chamber Update - 10-18-22 (1)

2. CRA DIRECTOR'S REPORT
3. MAIN STREET ACTIVITY REPORT
4. CITIZEN COMMENTS

**ADJOURN**

**\* PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**

## **BUSINESS ITEMS 1.1**

Little But Loud - Backyard Construction Management Agreement 25-22-07 with A.D. Morgan

### **Issue:**

The CRA Board approve the Construction Management Agreement No. 41-22-34 with A.D. Morgan for the Little but Loud Backyard Park Project.

### **Background:**

At their September 26, 2022 meeting, the CRA Board approved the Little but Loud Backyard Park Construction Management RFQ Rankings and directed staff to begin negotiations with the top ranked firm, A.D. Morgan. Negotiations complete, staff presents the contract for approval.

### **Attachment(s):**

1. 25-22-07 A.D. Morgan - Little But Loud-Backyard Construction Management
2. Exhibit A - Bid. No. 35-22-04 Request for Qualifications - Little But Loud-Backyard
3. Exhibit B - A.D. Morgan RFQ Response
4. Exhibit C - A.D. Morgan - Little But Loud-Backyard

### **Fiscal Impact:**

The Backyard Project is budgeted within the CRA's 2022/2023 approved Capital Budget.

### **Staff Recommendation:**

The CRA Board of Commissioners approve the Little But Loud - Backyard Construction Management Agreement No. 41-22-34 with A.D. Morgan.

# AIA<sup>®</sup> Document A133<sup>™</sup> – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the 24th day of October in the year 2022  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

City of Zephyrhills, a Florida municipal corporation  
5335 8th Street  
Zephyrhills, FL 33542  
Telephone Number: (813) 780-0000

and the Construction Manager:  
(Name, legal status, address, and other information)

The A.D. Morgan Corporation, a Florida corporation  
716 N. Renellie Dr.  
Tampa, FL 33609  
Telephone Number: (813) 832-3033  
Fax Number: (813) 831-9860

for the following Project:  
(Name, location, and detailed description)

The Backyard

**The Architect:**  
(Name, legal status, address, and other information)

Furr, Wegman & Banks Architects, P.A., a Florida corporation  
625 East Orange Street  
Lakeland, Florida, 33801  
Telephone Number: (863) 688-1211

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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### EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### EXHIBIT B INSURANCE AND BONDS

## ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

35-22-04 - The Backyard

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Open air park, flexible space that enables active uses such as entertainment, music, drinking, socializing and entrepreneurial space.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

*(Provide total and, if known, a line item breakdown.)*

Init.

\$450,000.00

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:

See Page 30 of Exhibit B attached hereto.

**.2** Construction commencement date:

TBD

**.3** Substantial Completion date or dates:

TBD

**.4** Other milestone dates:

TBD

**§ 1.1.5** The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

*(Identify any requirements for fast-track scheduling or phased construction.)*

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** Other Project information:

*(Identify special characteristics or needs of the Project not provided elsewhere.)*

, See attached Exhibits A B, and C

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 4.2:

*(List name, address, and other contact information.)*

Gail Hamilton  
5335 8th Street  
Zephyrhills, FL 33542  
Telephone Number: (813) 780-0202

Email Address: ghamilton@ci.zephyrhills.fl.us

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

*(List name, address and other contact information.)*

**§ 1.1.10** The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

**.2** Civil Engineer:

**.3** Other, if any:

*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

**§ 1.1.11** The Architect's representative:

*(List name, address, and other contact information.)*

Aaron Banks  
625 East Orange Street  
Lakeland, FL 33801

Telephone Number: (863) 688-1211

**§ 1.1.12** The Construction Manager identifies the following representative in accordance with Article 3:

*(List name, address, and other contact information.)*

Matt D'Amaddio  
716 N. Renellie Dr.  
Tampa, FL 33609  
Telephone Number: (813) 832-3033  
Fax Number: (813) 831-9860

Email Address: mdamaddio@admorgan.com

**§ 1.1.13** The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

*(List any Owner-specific requirements to be included in the staffing plan.)*

Init.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### § 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201–2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase

responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### **§ 3.1 Preconstruction Phase**

#### **§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

**§ 3.1.2** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### **§ 3.1.3 Consultation**

**§ 3.1.3.1** The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

**§ 3.1.3.2** The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

**§ 3.1.3.3** The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### **§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

#### **§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

#### **§ 3.1.6 Cost Estimates**

**§ 3.1.6.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the

Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

**§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

**§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

### **§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

See page 12 of Exhibit A.

### **§ 3.2 Guaranteed Maximum Price Proposal**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

**§ 3.2.2** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

**§ 3.2.8** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall

notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

**§ 3.2.9** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### **§ 3.3 Construction Phase**

#### **§ 3.3.1 General**

**§ 3.3.1.1** For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

**§ 3.3.1.2** The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### **§ 3.3.2 Administration**

**§ 3.3.2.1** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

**§ 3.3.2.2** Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### **§ 3.3.2.3 Monthly Report**

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### **§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### **§ 3.3.2.5 Cost Control**

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## **ARTICLE 4 OWNER'S RESPONSIBILITIES**

### **§ 4.1 Information and Services Required of the Owner**

**§ 4.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 4.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 4.1.4.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 4.1.4.3** The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

## **§ 4.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 4.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

## **§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction

Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

## ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Not to exceed one percent (1%) of the Cost of Work.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit C

*(Table Deleted)*

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( N/A ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

### § 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

*(Insert rate of monthly or annual interest agreed upon.)*

10 % per annum

## ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

Six percent (6%) of the Cost of the Work.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Proportionate to the change in the Cost of Work

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**§ 6.1.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

N/A

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed N/A percent ( %) of the standard rental rate paid at the place of the Project.

**§ 6.1.6** Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

\$1,000.00 per day if construction is not completed by the completion date.

**§ 6.1.7** Other:  
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

**PUBLIC RECORDS - IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.**

## **§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

## **§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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## **ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### **§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

N/A

**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### **§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of

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materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

## **§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ 7.6.9** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ 7.6.10** Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

**§ 7.6.11** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

### **§ 7.7 Other Costs and Emergencies**

**§ 7.7.1** Other costs incurred in the performance of the Work, with the Owner's prior approval.

**§ 7.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

**§ 7.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

**§ 7.7.4** The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

### **§ 7.8 Related Party Transactions**

**§ 7.8.1** For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

**§ 7.8.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

### **§ 7.9 Costs Not To Be Reimbursed**

**§ 7.9.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

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- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

## ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

**§ 9.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

**§ 9.1.1** When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 9.2** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation

supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

### **§ 11.1 Progress Payments**

**§ 11.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

**§ 11.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 11.1.3** Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Ninety ( 90 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

**§ 11.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

**§ 11.1.5.1** The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**§ 11.1.5.2** The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

**§ 11.1.5.3** When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

**§ 11.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 11.1.7** In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Ten Percent (10%)

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

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**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## **§ 11.2 Final Payment**

**§ 11.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

**§ 11.2.2** Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

**§ 11.2.2.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

**§ 11.2.2.2** Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 11.2.2.3** If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

**§ 11.2.3** The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**§ 11.2.4** If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

### **§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

10 % Ten Percent

## **ARTICLE 12 DISPUTE RESOLUTION**

### **§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### **§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

### § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

#### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

Init.

### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

### § 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

Six percent (6%) of the cost of the unfinished work.

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

## **§ 14.3 Insurance and Bonds**

### **§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than

#### **One Million Dollars**

(\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 14.3.1.4** Workers' Compensation at statutory limits and Employers Liability with policy limits not less than

#### **One Million Dollars**

(\$ 1,000,000.00 ) each accident,

#### **One Million Dollars**

(\$ 1,000,000.00 ) each employee, and

#### **One Million Dollars**

(\$ 1,000,000.00 ) policy limit.

**§ 14.3.1.5** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) per claim and One Million Dollars (\$ 1,000,000.00 ) in the aggregate.

### **§ 14.3.1.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

*(Table Deleted)*

**§ 14.3.1.7** Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

### **§ 14.3.2 Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement

Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

**§ 14.4** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 14.5** Other provisions:

PUBLIC RECORDS - IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

## **ARTICLE 15 SCOPE OF THE AGREEMENT**

**§ 15.1** This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

**§ 15.2** The following documents comprise the Agreement:

.1

*(Paragraphs Deleted)*

*(Paragraph Deleted)*

*(Table Deleted)*

Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above.

Init.

\_\_\_\_\_  
**OWNER** *(Signature)*

|      Lance A. Smith CRA Board Chairperson  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

D. Rebecca Smith, President  
\_\_\_\_\_  
*(Printed name and title)*

Init.

# Additions and Deletions Report for AIA® Document A133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:24:22 ET on 10/19/2022.

## PAGE 1

**AGREEMENT** made as of the 24th day of October in the year 2022

...

City of Zephyrhills, a Florida municipal corporation  
5335 8th Street  
Zephyrhills, FL 33542  
Telephone Number: (813) 780-0000

...

The A.D. Morgan Corporation, a Florida corporation  
716 N. Renellie Dr.  
Tampa, FL 33609  
Telephone Number: (813) 832-3033  
Fax Number: (813) 831-9860

...

The Backyard

...

Furr, Wegman & Banks Architects, P.A., a Florida corporation  
625 East Orange Street  
Lakeland, Florida, 33801  
Telephone Number: (863) 688-1211

## PAGE 2

35-22-04 - The Backyard

...

Open air park, flexible space that enables active uses such as entertainment, music, drinking, socializing and entrepreneurial space.

PAGE 3

\$450,000.00

...

See Page 30 of Exhibit B attached hereto.

...

TBD

...

TBD

...

TBD

...

See attached Exhibits A B, and C

...

Gail Hamilton  
5335 8th Street  
Zephyrhills, FL 33542  
Telephone Number: (813) 780-0202

Email Address: [ghamilton@ci.zephyrhills.fl.us](mailto:ghamilton@ci.zephyrhills.fl.us)

PAGE 4

Aaron Banks  
625 East Orange Street  
Lakeland, FL 33801

Telephone Number: (863) 688-1211

...

Matt D'Amaddio  
716 N. Renellie Dr.  
Tampa, FL 33609  
Telephone Number: (813) 832-3033  
Fax Number: (813) 831-9860

Email Address: [mdamaddio@admorgan.com](mailto:mdamaddio@admorgan.com)

PAGE 8

See page 12 of Exhibit A.

PAGE 11

Not to exceed one percent (1%) of the Cost of Work.

...

See Exhibit C

...

**Individual or Position**

**Rate**

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( N/A ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

10 % per annum

...

Six percent (6%) of the Cost of the Work.

...

Proportionate to the change in the Cost of Work

PAGE 12

N/A

...

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed N/A percent ( %) of the standard rental rate paid at the place of the Project.

...

\$1,000.00 per day if construction is not completed by the completion date.

...

PUBLIC RECORDS -

IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

**PAGE 13**

N/A

**PAGE 17**

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Ninety ( 90 ) days after the Architect receives the Application for Payment.

**PAGE 18**

Ten Percent (10%)

...

N/A

...

N/A

**PAGE 20**

10 % Ten Percent

...

☒ [ X ] Litigation in a court of competent jurisdiction

**PAGE 22**

Six percent (6%) of the cost of the unfinished work.

**PAGE 23**

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

...

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than

...

### One Million Dollars

...

( \$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than

...

### One Million Dollars

...

( \$ 1,000,000.00 ) each accident,

...

### One Million Dollars

...

( \$ 1,000,000.00 ) each employee, and

...

### One Million Dollars

...

( \$ 1,000,000.00 ) policy limit.

...

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars ( \$ 1,000,000.00 ) per claim and One Million Dollars ( \$ 1,000,000.00 ) in the aggregate.

...

**Coverage**

**Limits**

**PAGE 24**

#### PUBLIC RECORDS -

IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR CITYCLERK@CI.ZEPHYRHILLS.FL.US OR CITY CLERK, CITY OF ZEPHYRHILLS, 5335 EIGHTH STREET, ZEPHYRHILLS, FLORIDA 33542.

...

- ~~.1 AIA Document A133™ 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price~~

...

- ~~.2 AIA Document A133™ 2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed~~

...

- ~~.3 AIA Document A133™ 2019, Exhibit B, Insurance and Bonds~~

...

- ~~.4 AIA Document A201™ 2017, General Conditions of the Contract for Construction~~

...

- ~~.5 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

...

*(Insert the date of the E203 2013 incorporated into this Agreement.)*

...

- ~~.6 Other Exhibits:~~

...

*(Check all boxes that apply.)*

...

- ~~[ ] AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~

...

~~(Insert the date of the E234 2019 incorporated into this Agreement.)~~

...

- ~~[ ] Supplementary and other Conditions of the Contract:~~

...

Document

Title

Date

Pages

...

.7—Other documents, if any, listed below:

**PAGE 25**

Jodi Wilkeson, City Council President

D. Rebecca Smith, President

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:24:22 ET on 10/19/2022 under Order No. 2114375138 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                                                                                                           |  |                                                                                                                                                                            |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>AGENCY:</b><br>CITY OF ZEPHYRHILLS<br>ATTN: PURCHASING DEPT<br>5335 8TH STREET<br>ZEPHYRHILLS, FL 33542                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                                           |  | <b>Request for Qualifications</b><br><br>Response Acknowledgement                                                                                                          |  |
| <b>PURCHASING AGENT:</b> Karen Miller<br>Phone: 813-780-0000 x3536<br>Email: kmiller@ci.zephyrhills.fl.us                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          | <b>AN EQUAL OPPORTUNITY EMPLOYER</b><br>FLORIDA TAX EXEMPT #85-8012740166C-4<br>FEDERAL IDENTIFICATION NUMBER #59-6000455 |  |                                                                                                                                                                            |  |
| Obtained ALL Bid Documents and Submit Q&A and Responses electronically on: BidNet Direct, <a href="https://www.bidnetdirect.com/">https://www.bidnetdirect.com/</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                                                                                                                           |  |                                                                                                                                                                            |  |
| <b>BID/PROPOSAL NUMBER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>DISTRIBUTION DATE</b> | <b>BID/PROPOSAL TITLE</b>                                                                                                 |  | <b>BID/PROPOSAL RESPONSES OPENING DATE/TIME</b>                                                                                                                            |  |
| <b>35-22-04</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>08-07-2022</b>        | <b>CMS for The Backyard</b>                                                                                               |  | <b>Friday - September 9, 2022 - 11:00 AM</b>                                                                                                                               |  |
| <b>PRE-CONFERENCE</b> <input checked="" type="checkbox"/> Strongly Recommended <input type="checkbox"/> None<br><b>DATE:</b> August 15, 2022 - Monday <b>TIME:</b> 10:00 AM<br>Located: City Hall, 5335 8th Street, Zephyrhills, FL-2nd Floor Conference Room<br><b>TeleConf:</b> <a href="https://meet.goto.com/303392285">https://meet.goto.com/303392285</a> <b>Ph:</b> 1-312-757-3121 <b>Access:</b> 303392285                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                                                                                                                           |  | RESPONSES RECEIVED AFTER ABOVE<br>DATE AND TIME WILL NOT BE ACCEPTED<br>Online Responses will be opened after Deadline<br>A list of companies who responded will be posted |  |
| <b>SITE VISIT: None Scheduled.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                                                                                                                           |  |                                                                                                                                                                            |  |
| <b>VENDOR MUST COMPLETE THE BELOW AREAS AND RETURN FORM, NOTARIZED. FORM IS REQUIRED.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                                                                                                           |  |                                                                                                                                                                            |  |
| RESPONDER'S NAME/ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                                                                                                           |  | If returning as a "NO" state reason:                                                                                                                                       |  |
| TELPHONE NUMBER:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |                                                                                                                           |  |                                                                                                                                                                            |  |
| EMAIL ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |                                                                                                                           |  |                                                                                                                                                                            |  |
| I certify this Response is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Response for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to all conditions of this Bid/Proposal and certify that I am authorized to sign this Response for the company. In submitting a Response to the City of Zephyrhills the Responder offers and agrees that if this Response is accepted, the Company will convey, sell, assign or transfer to the City of Zephyrhills all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Zephyrhills. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Company. |                          |                                                                                                                           |  | <b>FEDERAL EMPLOYER ID NUMBER OR SS NUMBER:</b>                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                                                                                                           |  |                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                                                                                                           |  | <b>AUTHORIZED SIGNATURE</b>                                                                                                                                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                                                                                                           |  |                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                                                                                                                           |  | <b>PRINTED NAME/TITLE</b>                                                                                                                                                  |  |
| <b>THIS FORM MUST BE NOTARIZED BELOW</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |                                                                                                                           |  |                                                                                                                                                                            |  |
| Sworn to and subscribed to me this ____ day of _____, 2022<br>Personally known: <input type="checkbox"/> Or produced identification: <input type="checkbox"/><br>Type of ID: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                                                                                                                           |  | <b>AFFIX NOTARY STAMP BELOW</b>                                                                                                                                            |  |
| Notary Signature _____ State _____<br>My commission expires: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                                                                                                                           |  |                                                                                                                                                                            |  |
| <b>THE CITY OF ZEPHYRHILLS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY RESPONSE/PROPOSAL AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL VENDORS MUST SUBMIT A COMPLETED W-9 FORM.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |                                                                                                                           |  |                                                                                                                                                                            |  |

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**City of Zephyrhills  
RFQ Response Form**

**PROJECT IDENTIFICATION NUMBER: 35-22-04**

**PROJECT NAME: Construction Management Services – The Backyard**

**RFP DEADLINE: September 9, 2022 before 11:00 am**

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFQ, as Principal, and this response to request for qualification is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

*Federal Employer Identification Number:* \_\_\_\_\_

**Required Documents:**

- |                                                                        |                                                                        |
|------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> <b>Cover Page, Pg 1</b>                       | <input type="checkbox"/> <b>RFQ Response Form, Pg 3</b>                |
| <input type="checkbox"/> <b>CMS Applicant Sheet, Pg 25</b>             | <input type="checkbox"/> <b>RFQ Table of Contents, Pg 26</b>           |
| <input type="checkbox"/> <b>SubConsultant/Contractor, Pg 28</b>        | <input type="checkbox"/> <b>References, Pg 29</b>                      |
| <input type="checkbox"/> <b>Public Entity Crimes, Pg 32</b>            | <input type="checkbox"/> <b>Error &amp; Omissions, Pg 37</b>           |
| <input type="checkbox"/> <b>Addenda Receipt Acknowledgement, Pg 34</b> | <input type="checkbox"/> <b>Debarment, Pg 38</b>                       |
| <input type="checkbox"/> <b>E-Verify, Pg 36</b>                        | <input type="checkbox"/> <b>RFQ Acceptance, Pg 39</b>                  |
| <input type="checkbox"/> <b>References-Pg 29</b>                       | <input type="checkbox"/> <b>Business Tax Receipt and Licenses, etc</b> |
| <input type="checkbox"/> <b>Non Collusive, Pg 35</b>                   |                                                                        |

**FIRM NAME:** \_\_\_\_\_

**SUBMITTER'S NAME/TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_ **FAX** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_

**Firm Representative Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

***Notary or Corporate***

## SECTION 1

### 1.0 INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1 Invitation: The City of Zephyrhills (the “City”), invites responses (“Responses”) which offer to provide the services described in **Section 2.0: “Scope of Services.”**

1.2 Agreement Terms and Conditions: The Firm(s) selected to provide the service(s) requested herein (the “Successful Firm(s)”) shall be required to execute an Agreement with the City. In the event that the firm to whom the contract is awarded does not execute a contract within thirty (30) days after such award, the City of Zephyrhills may give notice to such firm of intent to award the contract to the next ranked firm, or to call for new submittals.

After a contract is signed, failure to comply with any of the terms and conditions of this RFQ by the awarded firm will be cause for termination of the “Construction Management Services Agreement”.

1.3 Additional Information or Clarification: Requests for additional information or clarifications must be made in writing and Firms may e-mail their requests for additional information or clarifications in accordance with Article 1.4 Cone of Silence. Any request for additional information or clarification must be received in writing **no later than Friday, September 2, 2022 by 11:00 AM.**

The City will issue responses to inquiries will be provided through BidNet Direct and any other corrections or amendments it deems necessary in written addenda issued prior to the Response Submission Date. Firms should not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

It is the Firm’s responsibility to assure receipt of all addenda. The Firm shall acknowledge receipt of all addenda on the Addenda form included in the package.

1.4 Award of Agreement: An Agreement may be awarded to the Successful Firm(s) by the City Council as applicable, based upon the requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Firm(s) that is determined to be in the City’s best interest.

1.5 Agreement Execution: By submitting a Response, the Firm(s) agree to be bound to and execute the Agreement for: **Construction Management Services-The Backyard.** Without diminishing the foregoing, the Firm may request clarification and submit comments or proposed revisions to the language concerning the Agreement for City’s consideration. Any such comments or proposed revisions identified after the Response has been received need not be considered by the City. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiation process.

- 1.6 Response Package: Careful attention must be given to all requested items contained in this RFQ. Firms are invited to submit Responses in accordance with the requirements of this RFQ. **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.** Firms shall make the necessary entry in all blanks and forms provided for the Response.
- 1.6.1 Each response that is submitted for evaluation must meet the requirements specified in the RFQ.
- 1.6.2 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.
- 1.6.3 Any submittal found unacceptable will not be considered for selection for this project.
- 1.7 Changes/Alterations: Firms may change or withdraw a Response at any time prior to Response Submission Deadline. All changes or withdrawals shall be made through BidNet Direct prior to the deadline. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response deadline.
- 1.8 Discrepancies, Errors, and Omissions: Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City of Zephyrhills Purchasing Agent in the manner prescribed in RFQ Section 1.3. Should it be necessary, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities.
- 1.9 Disqualification: The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Firm. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Qualification.
- 1.10 Reject Responses: The City of Zephyrhills, Florida reserves the right to reject any or all responses, waive informalities, request additional information and to negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable in keeping with the best interests of the City.
- 1.11 Firm's Expenditures: Firms understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFQ are exclusively at the expense of the Firms. The City shall not pay or reimburse any expenditure or any other expense incurred by any Firm in preparation of a Response or anticipation of an Agreement award or to maintain the approved status of the Successful Firm(s) if an Agreement is awarded.
- 1.12 Compliance with Applicable Law: The laws of the State of Florida shall govern the agreement. Comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed there under. Conduct no activity or provide any service that is unlawful or offensive.
- 1.13 Conflicts of Interest: No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

#### 1.14 Indemnification and Insurance Requirements

Indemnity: The firm shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of firm, its officers, agents or employees in performance or non-performance of its obligations under the Agreement generated from this solicitation. The Firm recognizes the broad nature of this indemnification and hold harmless cause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement from this solicitation. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the firm of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement.

It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28(5), Florida Statutes.

#### 1.15 Termination (Cause and/or Convenience)

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.
- c. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor/vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the firm's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the firm for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, by the contractor/vendor relating to commitments (e.g., suppliers, subcontractors) which had become business prior to receipt of the notice of intent to terminate.

- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the firmer shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the firm in performing this contract, whether completed or in process.
- e. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- f. If, after termination for failure of the firm to fulfill contractual obligations, it is determined the firm had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

#### 1.16 RFQ TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

| Time Table                    | Date / Time            |
|-------------------------------|------------------------|
| Distribution / Advertised     | Sunday – 8/7/22        |
| Pre/TeleConference            | Monday-8/15/22 – 10 am |
| Questions Deadline            | Friday—9/2/22 – 11 am  |
| RFP Deadline                  | Friday—9/9/22 – 11 am  |
| Review Responses              | Weds—9/14/22           |
| Interviews - TBS              | To Be Determined       |
| Presented to City Council     | Monday—9/26/22 – 6 pm  |
| Receipt of Fees by Short List | Tuesday—9/27/22        |

- 1.17 RFQ Availability: RFQ documents, plans, addendums can be viewed and downloaded from BidNet Direct [www.bidnetdirect.com](http://www.bidnetdirect.com). Registration is FREE. It is your responsibility to ensure you have downloaded all addendums published before the bid opening. You must be a registered vendor for the City of Zephyrhills prior to any work with the City. Should you have questions concerning this site, Customer Service number is 800-835-4603 to provide assistance.

- 1.18 Response Submission: One electronic response package shall be uploaded on BidNet Direct [www.bidnetdirect.com](http://www.bidnetdirect.com), prior to the Opening time of **Friday, September 9, 2022 11:00 a.m.** Responses shall not be more than **50 pages** total while still meeting package requirements. City required forms are not part of the page count.

The upload to BidNet Direct in response to the City of Zephyrhills RFQ prior to the specified date and time is solely and strictly the responsibility of the responding business. The City shall not, under any circumstances, be responsible for delays caused by the issues caused in uploading or for other delays. All responses must be manually and duly signed by authorized authority to bind said business or individual. The firm must affix their corporate seal (if any) to the response in the appropriate areas. In the absence of a

corporate seal, the response must be notarized by a Notary public.

The submittal of a response by a preparer will be considered by the City as constituting an offer by the firm to perform the required services.

Each firm is solely responsible for the reading and completely understanding the requirement of this RFQ. The opening time shall be and must be scrupulously observed. Under no circumstances will responses delivered to the office be accepted. All responses are to be uploaded via BidNet Direct online. Late submissions is not accepted on BidNet Direct.

- 1.19 Appropriations Clause: The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall therefore be released of all terms and other conditions.
- 1.20 Oral Presentation: A formal oral presentation **may** be required by each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's response or to exhibit or otherwise demonstrate the information contained therein. If the Committee wishes additional clarification of any information or additional information, any of the firms may be requested to submit that information in writing.
- 1.21 Acceptance of Applicable Policies & Procedures.
- 1.21.1 Firms responding to this RFQ agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.
- 1.21.2 All firms should be licensed in the State of Florida and professionally qualified.
- 1.21.3 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process.
- 1.22 The City Manager will appoint a ranking committee who will review and evaluate the qualifications of all interested firms. From the written responses, the committee will select the three (3) top firms to proceed to the interview phase. Once the interviews have been completed the committee will rank the firms, combine their score to the written score.
- The ranking committee will present their recommendations to the City Manager based on their review of the written and interview process. The City Manager will present the Committee's recommendations to the City Council for their consent for approval. A member from the ranking committee will be present to respond to any detailed questions the Council may have. City Council will vote on the Committee's recommendation.
- 1.23 Hourly Rate/Fees. Hourly Rate/Fees will be solicited from the short-listed candidates invited to interview by email to be delivered by the designated date on the Timetable. Hourly Rates/Fees may be negotiated further with the number one selected firm.

- 1.24 Final Evaluation. Upon completion of the evaluation process by the Evaluation Committee, the firms will be ranked in descending order of recommendation. The Evaluation Committee shall present their final ranking to the City Manager for presentation to the City Council for approval of the committee's recommendation. The City will begin negotiations with the number one ranked firm. Should the City be unable to negotiate a satisfactory contract with the top-ranked firm at a price determined to be fair and reasonable, negotiations shall be terminated with that firm and the City shall initiate negotiations with the second ranked firm to arrive at an acceptable contract, and so on.

The final negotiated contract is presented to City Council for approval and authorization by the City Manager.

- 1.25 Award Criteria. The evaluation committee recommendation is made from their in depth review of the written responses and the evaluation of the interview responses based on various criteria including but not limited to:
- Approach to the implementation, performance and satisfaction of City requirements
  - Demonstrated professional skills and credentials.
  - Response quality and references
  - Demonstrated understanding and success of similar projects.
  - Demonstrated ability to communicate well.
  - Ability to perform the work within the stated timeframe.

- 1.26 Exception to the RFQ. Firms may take exceptions to any of the terms of this RFQ unless the RFQ specially states where exceptions may not be taken. Should a Firm take exception where none is permitted, the response will be rejected as nonresponsive. All exceptions taken must be specific, and the firm must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank responses.

Where exceptions are permitted, the City shall determine the acceptability of the proposed exceptions and the responses will be evaluated based on the responses as submitted. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may request that the Firm furnish the services or goods described herein, or negotiate an acceptable alternative.

- 1.27 Openness of Procurement Process. Written competitive responses, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFQ, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any response once submitted.
- 1.28 Cooperative Purchases. This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.
- 1.29 Negotiations. The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Firm's best terms from a cost or price and technical standpoint.

The City reserves the right to enter into contract negotiations with the selected Firm. If the City and the selected Firm cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Firm. This process will continue until a contract has been executed or all Firms have been rejected. No Firm shall have any rights against the City arising from such negotiations.

- 1.30 Right to Protest. Any actual or prospective Firm who is aggrieved in connection with the solicitation or award of a contract may seek resolution of its complaints by contacting the City Manager.
- 1.31 Public Records: In accordance with 119.0701 F.S. Contractor/firm shall:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
  - b. Provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in chapter 119, F.S., or as otherwise provided by law;
  - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - d. Meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.
- 1.32 ACH/EFT Payments: The City requests payments to be made to businesses by ACH/EFT processing. This method is quicker and eliminates fraud activity. This will need to be setup before any payment processing. The City reserves the right to revise this program as necessary.

## SECTION 2

### 2.0 RFP SCOPE OF SERVICES

- 2.1 **Services Required:** The City of Zephyrhills is seeking a Construction Management Service contractor, licensed in the State of Florida to assist in the design, development and construction of a City Park called “The Backyard”. This park will be an open-air, flexible space that enables active uses such as entertainment, music, dining, drinking, socializing and entrepreneurial space.

This project will have a general layout within a 0.16 acre parcel. Pasco County Parcel ID-11-26-21-0010-15300-0010 15300-0010, owned by the City of Zephyrhills. Features to include will be:

- A covered stage/platform with sound, video and lighting
- Up to four (4) shade structures (engineered by manufacturer)
- Site lighting throughout
- Electricity & water stations to accommodate food trucks
- Up to two (2) shipping containers (interior build-out by others for various site amenities)
- Hardscaping/pavers for outdoor dining
- Landscaping
- Designed/engineered off-site
- Utility connections and foundation systems will be included in construction
- Storm water/drainage
- City will purchase all materials to save costs

**AE & Engineer:** Furr, Wegman & Banks Architects, P.A.

In addition to managing the construction, the CM/GC will provide technical review, cost evaluation and schedule evaluation assistance to the architectural/engineering team during the design phase. CM/GC will assume responsibility for project construction cost by issuing a Guaranteed Maximum Price (GMP) not later than 90% through the design phase of the project. The GMP will be a contractual obligation. In addition, CM/GC will be responsible for methods of construction, safety, and the scheduling and coordination of the work of all construction and miscellaneous contracts required for completion of the project within its predetermined budget and schedule.

The CM/GC will be expected to work closely with the Architects/Engineering firm selected for the project, the Owner’s Representative, in order to successfully complete each project.

- 2.2 **Project Objectives:** The CM/GC will function as a Construction Manager-At-Risk. During Pre-Construction, the CM/GC will be responsible for pricing, value engineering, and maintainability and constructability issues. When design documents have been developed in sufficient detail (approximately 90% complete), the CM/GC, with the support and assistance of the Architect and the Owner’s Representative, will commit to a Guaranteed Maximum Price (GMP) for all construction and site development. The City reserves the right to request an alternative additive item for Furniture, Fixtures and Equipment (FF&E),

which the City may ask to be included in the GMP (the City will accept/reject this item prior to finalizing the GMP). The CM/GC shall competitively select all construction subcontracts and other work appropriate for competitive selection using cost and other factors.

In selecting a Construction Management firm, the City will place emphasis on the experience of the firm and its assigned personnel in providing services on projects of similar magnitude and complexity. Emphasis will be placed on firms oriented to the construction field, having depth, knowledge, and resources in principles of general contracting, scheduling, contract coordination and compliance, budget control, familiarity with State, County and City laws, ordinances and codes.

The CM/GC, as a part of his Pre-construction Services, will work closely with the Architect/Engineering firm and the Owner's Representative in developing a strategy for the best approach for the successful completion of this Project.

The Construction Manager (CM/GC) services shall include a preconstruction design phase, and a construction phase. During the design phase, the CM/GC will provide cost estimates and cost evaluation, value engineering recommendations, design analysis, constructability reviews and technical input on methods of construction materials, details, bidding formats and types of separate bidding packages, if appropriate. Not later than 90% complete design documents, CM/GC shall issue a Guaranteed Maximum Price (GMP) backed by a surety bond. Each project shall be constructed within their GMP. CM/GC shall also develop and maintain a master project schedule. During the construction phase, which includes any previously awarded early bid packages, CM/GC will be responsible for methods of construction, safety programs, general conditions, prequalification of potential subcontractors and bidding of all work, certification of work in place and monthly payment requests, coordination and scheduling of all work of all construction contracts and miscellaneous contracts required for the completion of the project within the predetermined budget and schedule. CM/GC will assist Owner and A/E team in management and administration of the project except that Owner shall at all times retain complete contractual control of all prime CM/GC, Owner Representative and A/E contracts, Project funds and disbursements. The Architect/Engineer shall retain all normal architectural responsibilities for professional design, cost control, schedule and quality assurance including normal construction administration responsibilities.

### **2.3 *CM/GC Main Responsibilities.***

#### **2.3.1 Design and Pre-Construction Phase.**

- 2.3.1.1 Develop a provisional construction CPM schedule indicating methods and sequencing of construction.
- 2.3.1.2 Develop requirements for safety, quality assurance and schedule adherence.
- 2.3.1.3 Perform a constructability review of the construction documents
- 2.3.1.4 Perform maintainability review of the construction documents
- 2.3.1.5 Provide detailed construction cost estimates, to achieve Owner's budget
- 2.3.1.6 Provide analysis of different construction methods in each major trade group for potential quality, cost and schedule enhancements.
- 2.3.1.7 Develop construction budget to be maintained throughout construction.
- 2.3.1.8 Develop value-engineering options.

#### **2.3.2 Construction Phase**

- 2.3.2.1 Maintain on-site staff for Construction Management.

- 2.3.2.2 Establish and maintain coordinating procedures in conjunction with Architect and Owner's Representative.
- 2.3.2.3 Develop and maintain a detailed schedule (CPM) including delivery, approvals, inspection, testing, construction and occupancy.
- 2.3.2.4 Conduct and record job meetings.
- 2.3.2.5 Prepare and submit change order documentation for approval by the Architect and the Owner.
- 2.3.2.6 Maintain a system for review and approvals of shop drawings.
- 2.3.2.7 Maintain records and submit daily and weekly reports, as well as formal monthly reports to the Owner.
- 2.3.2.8 Maintain quality control and ensure conformity to plans.
- 2.3.2.9 Provide cost control through progress payment review and verifications according to the approved schedule and contract amounts.
- 2.3.2.10 Develop construction specifications and as-built drawings.
- 2.3.2.11 Coordinate post-completion activities, including the assembly of guarantees, manuals, closeout documents, training and final acceptance.

2.3.3 Warranty Phase

- 2.3.3.1 Coordinate, document and monitor the resolution of remaining "punch-list" items.
- 2.3.3.2 Coordinate, monitor and resolve all warranty complaints to the satisfaction of the Owner during the one-year general warranty period.

2.4 GENERAL INSTRUCTIONS

- 2.4.1 **General.** This project will be designed and constructed to a level of quality and timeliness that reflects the long-term use of a City owned Park and facility. This project will be in accordance with all Federal, State, County and City building codes.
- 2.4.1 **Construction Budget.** \$450,000 + / -
- 2.4.1 **Construction Schedule.** CM/GC will be responsible for developing the preliminary schedule and coordinating activities to accomplish the scheduled completion of the project.
- 2.4.1 **Owner-CM/GC Agreement.** The contract will be Actual Cost plus a Fixed Fee not to exceed the Guaranteed Maximum Price (GMP). This project will be an Open Book related to all actions and all finances associated with the Contract. All savings, including unused contingency, will be returned to the Owner.

2.5 ACCEPTANCE OF APPLICABLE POLICIES & PROCEDURES:

- 2.5.1 Firms responding to this RFQ agree by submission of such response to accept and comply with the City policies and procedures that apply to the selection process for this project.
- 2.5.2 Any concerns, or issues, relating to current policies and procedures may be addressed with City staff, but separate from this selection process

2.6 **CONTRACT TERM:**

2.6.1 **Basic Period:** Acceptance by the City Staff of the project.

2.7 **TELECONFERENCE DETAILS:**

<HTTPS://MEET.GOTO.COM/303392285>

**Phone:** 1-312-757-3121

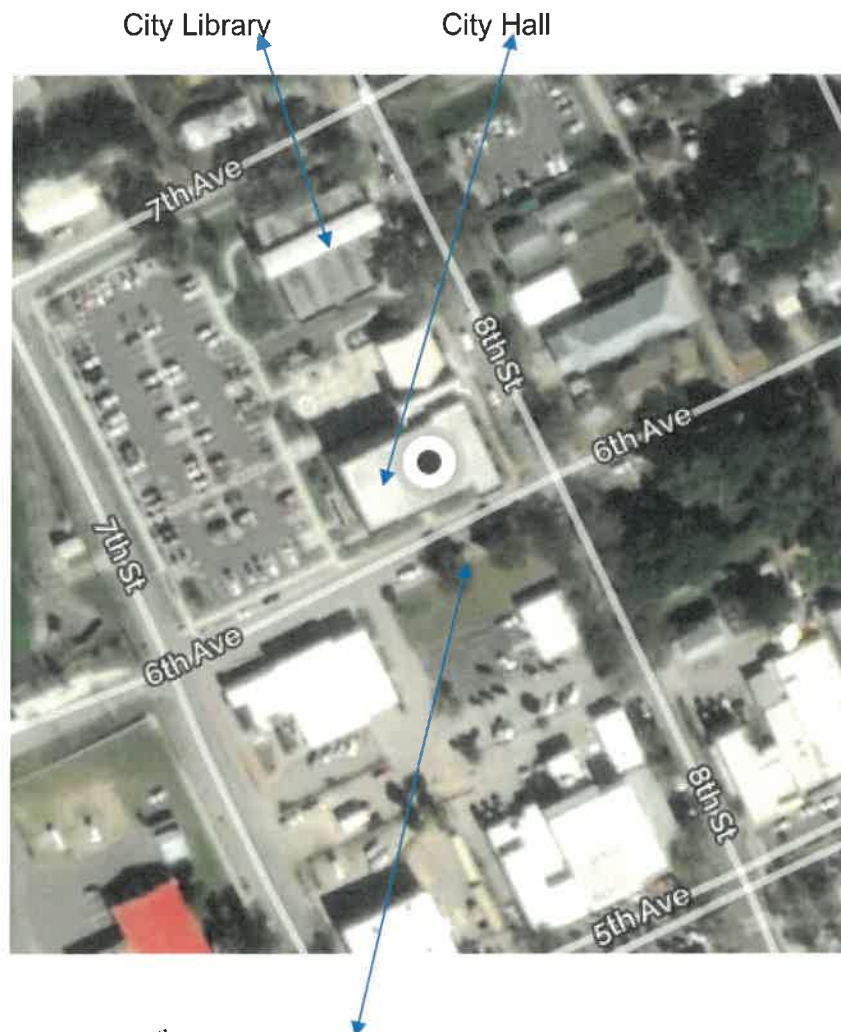
**Access:** 303-392-285

OR,

**PRECONFERENCE at:**

City Hall – City of Zephyrhills  
5335 8<sup>th</sup> Street  
Zephyrhills, Florida 33542  
2<sup>nd</sup> Floor Conference Room

## The Backyard Location



Location: 6<sup>th</sup> Avenue and 8<sup>th</sup> Street, across the street from City Hall

**ATTACHMENT D:**  
**Use and Disclosure of Proposal Information**

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For the purpose of this Prospectus, a "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for the making, preparing, compounding, treating, or processing of articles or materials which are trade-commodities. "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirements of the Freedom of Information Act, 5 U.S.C. § 552. Exemptions from mandatory disclosure regarding business information contained in proposals include Freedom of Information Act exemption (4), which covers "commercial and financial information obtained from a person (which is) privileged or confidential, 5 U.S.C. § 552(b) (4).

If the applicant believes that its proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages \_\_\_ of this proposal constitutes trade secrets or confidential commercial and financial information that the applicant believes to be exempt from disclosure under the Freedom of Information Act. The applicant requests that this information not be disclosed to the public, except as may be required by law. The applicant also requests that this information not be used in whole or part by the Government for any purpose other than to evaluate the proposal, except that if any Agreement and Lease is awarded to the applicant, the Government shall have the right to use the information to the extent provided in the Agreement and Lease."

The applicant also must specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and must mark each such page with the following legend:

"This page contains trade secrets or confidential information and financial information that the applicant believes to be exempt from disclosure under the Freedom of Information Act and that is subject to the legend contained on the cover page of this proposal."

The City of Zephyrhills may use the information in the proposal identified as trade secret information or confidential commercial and financial information only for the purpose of evaluating the proposal, except that (1) if an Agreement and Lease is awarded to the applicant as a result of or in connection with submission of the proposal. City shall have

will notify the applicant promptly of the request and give the applicant an opportunity to provide additional evidence and argument in support of its position, unless it is administratively infeasible to do so. If it is determined that the information claimed by the applicant to be trade secret information is not exempt from disclosure under the Freedom of Information Act, the City will notify the applicant of this determination to disclose the information.

The City of Zephyrhills assumes no liability for the disclosure or use of information contained in a proposal if not marked properly with the legends described above. Failure of an applicant to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the City of Zephyrhills as evidence that the information is not exempt from disclosure under the Freedom of Information Act.

**NOTE: Those pages marked as “Trade Secret” or “Proprietary” are to be marked as such and placed in a separate, sealed envelope.**

## SECTION 3

### 3.0 EVALUATION CRITERIA & RANKING PROCESS

3.1 General Ranking. The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria described in this Section.

3.2 Selection Criteria. All responses shall be equally evaluated with respect to the completeness of the data provided, support for all claims made, and the overall approach taken. The following criteria shall be utilized in the evaluation of the response:

#### 3.3 Written Evaluation Criteria

|                                                 |     |
|-------------------------------------------------|-----|
| Technical Depth                                 | 35  |
| Experience & Qualifications of Consultant Firm  | 20  |
| Experience & Qualifications of Key Project Team | 15  |
| Similar Successful Projects                     | 15  |
| References                                      | 10  |
| Project Team Location                           | 5   |
| Total                                           | 100 |

#### 3.4 Interview Evaluation Criteria – (if requested)

|                                                |     |
|------------------------------------------------|-----|
| Overall Impression of Key Team Members         | 25  |
| Methodology Presented to Assure Success        | 20  |
| Ability to Ensure Success within Time & Budget | 20  |
| Communications                                 | 15  |
| Responses to Questions & Problem Solving       | 20  |
|                                                |     |
| Total                                          | 100 |

*References may be called regarding the level of satisfaction with services rendered by the firm, technical ability, cost, and education of and presentation to Governing bodies.*

3.5 Interview Format. The firms selected to make a presentation to the Evaluation Committee will be notified by the City. Each firm selected for further consideration shall be notified in writing along with the details of the interview.

The time allotted to each firm for the presentation and interview shall not exceed forty-five (45) (5 minutes for setup, 35 minutes for presentation and questions/answers, and 5 minutes knock-down). If the length of time allowed is changed, the firms will be notified. All members of the Evaluation Committee will be present during the formal interview.

- 3.6 **Issues to Address at Interview.** The intent of the formal interview process is to provide the evaluation committee with in-depth information on your firm in order to make a final selection of the best-suited firm for the contract. Firms should focus their presentations on their detailed plan for the tasks, evaluations, interviews, schedule and quality of the survey and any unique characteristics or services the firm offers. **Please allow time enough for the committee to ask questions.**

Firms are discouraged from reviewing company history and past experience evaluated during the written submittals unless this information is relevant to the interview process. All key personnel should be present at the interview.

The services being sought under this RFQ are considered to be professional in nature. Consequently, the evaluation of the responses will be based upon consideration of the demonstrated qualifications and capabilities of the Firms that will result in a short list of three firms to be invited for interviews and presentations to the Evaluation Committee. Factors to be considered in the evaluation shall include, but not be limited to the following:

3.7 ***Qualifications and experience of the proposed project team.***

- 3.7.1 Experience of the project manager and superintendent working together on past projects.
- 3.7.2 Quality of references of the proposed project executive's commitment and project leadership
- 3.7.3 Quality of references for the remainder of the proposed team
- 3.7.4 Assigned team's experience with projects of similar facility size and type
- 3.7.5 Assigned team's experience with effective budget control
- 3.7.6 Assigned team's experience with effective schedule control.

3.8 ***Management Plan.***

- 3.8.1 Demonstrated ability to solve complex project issues
- 3.8.2 Firm's cost management plan during design and construction
- 3.8.3 Firm's approach for managing changes within the stated cost and schedule limitations.
- 3.8.4 Firm's approach for competitively administering and evaluating bid packages
- 3.8.5 Firm's schedule management plan during design and construction
- 3.8.6 Firm's subcontractor management plan
- 3.8.7 Firm's quality assurance program and plan
- 3.8.8 Firm's close-out plan

- 3.9 ***General Ranking.*** The evaluation and ranking of all Competitive responses received shall be accomplished utilizing the criteria described in this Section.

## SECTION 4

- 4.0 RESPONSE PACKAGE CRITERIA:** Responses should be concise, clear and relevant. Costs incurred in responding to this RFQ are the Firms alone and the Owner does not accept liability for any such costs.

The submittal of a response by a preparer will be considered by the City as constituting an offer by the firm to perform the required services. The rates/fees submitted during this process shall be considered locked in for 180 consecutive calendar days from the time of receipt.

**4.1 TABLE OF CONTENTS FOR CONSTRUCTION MANAGEMENT SERVICES** response package.

- 4.1.1 Materials shall be arranged in the order indicated on the TABLE OF CONTENTS.
- 4.1.2 Responses should be page numbered to indicate the location for each of the listed items.

**4.2 RFQ Forms:** The RFQ forms included in the package and those required to be in your response can be used or a reasonable facsimile. Firms choosing to use a reasonable facsimile of required forms should maintain both the format and content of the provided forms.

**4.3** One (1) copy of the firm's response must be submitted by uploading through BidNet Direct website.

Your response copy must contain the following:

- 4.3.1 **COVER SHEET-RFQ** signed *(Not part of the page count)*
- 4.3.2 **RFQ Response Form** *(Not part of the page count), Page 3*
- 4.3.3 **CMS Applicant Firm** *(Not part of the page count), Page 26*
- 4.3.4 **TABLE OF CONTENTS** *(Not part of the page count), Page 27*
- 4.3.5 **SUBCONSULTANT/FIRM DATA SHEET (1 Page Limit) Page 27**
- 4.3.6 **Financial Responsibility.** List main banking references. **(3 Page Limit)**
  - Has the firm ever failed to complete any work awarded to it or been removed From any project awarded to the firm.
  - List the contact person, addresses, and phone numbers for the firm's bonding Company/agent.
- 4.3.7 **Responses to the evaluation criteria (50 Page Limit to Section 5.0)**
- 4.3.8 **TIMELINE**
- 4.3.9 **RESUMES**
- 4.3.10 **REFERENCES Page 29**
- 4.3.11 **LICENSES** *(Not part of the page count)*
- 4.3.12 **FORMS** *(Not part of the page count)*
  - Drug Free Workplace Form **Page 30**
  - Public Entity Crimes **Page 32**
  - Addenda Acknowledgement **Page 34**
  - Non-Collusive Affidavit **Page 35**
  - E-Verify **Page 36**
  - Errors or Omissions **Page 37**
  - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form **Page 38**
  - RFQ Acceptance **Page 39**

**4.4** At the option of the submitting firm, a cover letter, one page maximum, may be included to serve only as a transmittal document. The optional cover letter shall not include any information to be considered for evaluation by the Selection Committee.

The entire document constitutes your response to the RFQ.

## SECTION 5

### 5.0 RESPONSE SUBMITTAL-shall contain the responses to the following questions in the order shown.

#### 5.1 ***Qualification and Experience of Proposed Project Team-Limit to 5 Pages***

- 5.1.1 Describe your firm's proposed organization for the construction management team including superintendent, project manager, project director, cost estimator, project executive, etc. who will manage the project. Please designate the specific individuals to fill the following key roles on your team:
  - 5.1.1.1 Superintendent
  - 5.1.1.2 Project Manager
  - 5.1.1.3 Cost Estimator
  - 5.1.1.4 Project Executive
- 5.1.2 Please provide for each of the above personnel:
  - 5.1.2.1 Current **resumes** listing relevant project experience
  - 5.1.2.1 Percent of time to be committed to this Project
- 5.1.3 Please identify the individual who, *from project start to finish*, will be the leader of your construction team and the principal point of contact between your firm and the Owner, the Architect, and other consultants. This individual's competence, his/her leadership, and his/her ability to achieve customer satisfaction will be heavily considered in the selection of a construction management firm.
- 5.1.4 Provide an **organizational chart** showing the lines of responsibility and accountability for your team.

#### 5.2 ***Services-Pre-Construction Phase Services-Limit to 4 Pages***

- 5.2.1 Provide a list of services your firm normally provides for construction management or general contractor services.
- 5.2.2 Define value engineering and describe two (2) examples where value engineering was utilized on previous projects.
- 5.2.3 Describe the process to be used to obtain a Guaranteed Maximum Price (GMP) and for providing bonding for this project.

#### 5.3 ***Management Plan-Construction Phase-Limit to 5 Pages***

- 5.3.1 Describe your cost management plan for controlling costs on this project within the cost limitation during design and construction.
- 5.3.2 Describe your change order management plan for managing cost and schedule exposures within the stated limitations.
- 5.3.3 Describe your procurement plan
- 5.3.4 Describe your schedule management plan for this project, during design and construction.
- 5.3.5 Describe your subcontractor management plan including, contract document compliance procedures, project accounting procedures, and issue resolution.
- 5.3.6 Describe your closeout management plan for this project.
- 5.3.7 Describe your quality assurance plan for this project.
- 5.3.8 Describe your mold prevention plan.

#### 5.4 ***Safety. Limit to 2 Pages***

- 5.4.1 Describe your safety and site logistics plan for these projects.

- 5.5 **Statement of why your firm should be selected. Limit to 1 Page.** This section provides each firm the opportunity to provide specific information that differentiates them from others in the competition.
- 5.6 ***Approach to Projects and Ability to Furnish Required Services-Limit to 5 Pages.***
- 5.6.1 Indicate if services listed in Section 2 will be provided by applicant or by sub consultant/contractor. When services are to be provided by sub consultant/contractor, include sub consultant/contractor's name and specify what services will be provided.
- 5.6.2 Relative to the scope of services for this project, describe the specific abilities of the firm. Describe how you plan for the services and how those plans are to be executed. Relevant project experiences includes building types and delivery methods relevant to the type of project to be constructed, City Hall, Municipal or similar type of public building construction, utilizing the CM/GC (or performing as general contractor on similar types and sizes of projects).
- 5.6.3 Include any innovative approaches to providing the services to or implementing the project.
- 5.6.4 Briefly describe your Quality Assurance/Quality Control Program.
- 5.6.5 **Timeline:** Provide a one (1) page timeline on all services to be provided.
- 5.7 **Ability of Professional Personnel- Limited to 6 Pages, plus Key Personnel Resume**
- 5.7.1 Attach **resumes** only for key personnel of the Project Team, detailing past experience as it relates to similar types of projects. Resumes should be tailored to reflect relevant experience in projects similar in scope and complexity to the ones listed for this RFQ.
- 5.7.2 Submit **organizational charts** delineating **key** personnel. Explain their roles in your project organization and how their past experience enhances their roles for these miscellaneous projects.
- 5.8 ***Successful Experience with Similar Projects-Limited to one (1) page per Project-Total 10.***
- 5.8.1 List a **maximum of ten (10)** recent projects, during the past 5 years, to indicate proficiency in similar work. Similar type of construction and a contract dollar amount of one (1) million dollars or more) which demonstrates the firm's capability to perform the project at hand. These projects should reflect both the firm's experience as well as the proposed project team's experience with similar projects. Projects listed should match as closely as possible the scope of services listed in Section 2.
- 5.8.1.1 Each project must contain the following information:
- Project Title
  - Project Location
  - Project Description
  - Project Start / Completion Date.
  - Owner's Name and Address
  - Contact Person, Phone Number and Email Address
  - Were the Contracted Services completed with budget? If not, why.
  - Were the Contracted Services completed on time? If not, why.

**5.9 *Effect of Project Team Location on Project Responses-Limited 2 Page Maximum***

- 5.9.1 Define where elements of the work will be performed (city/state), whether performed by prime or sub consultant/contractor firms, and who in the firm's organizational chart will oversee performance of that work.
- 5.9.2 Specify the members of the project team and location for each. Where key personnel are not stationed locally, describe how they will be successfully integrated into the project team for timely coordination on project needs. The Project team location shall be in the greater Tampa Bay region, within an 80 miles radius of Zephyrhills.

## SECTION 6

- 6.0 **ADDITIONAL CONDITIONS.** The Owner reserves the right to reject any or all Responses received. The Owner is not obligated to request clarifications or additional information but may do so at its discretion. The Owner reserves the right to extend the deadline for submittals.
- 6.1 ***Confidentiality of Documents.*** Upon receipt of a response to the Owner, the response shall become the property of the Owner without compensation to the proponent, for disposition or usage by the Owner at its discretion.
- 6.2 ***Equal Employment Opportunity.*** During the performance of this Contract, the CM/GC agrees as follows: The CM/GC will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, or physical handicap. CM/GC must have a history of being non-discriminating and will not discriminate on the basis of race, creed, color, sex, or national origin in any of its employment practices, or procurement practices with respect to the work force of the firm, or procurement services in connection with these projects.
- 6.3 ***Event of Tie.*** In the event of a tie, if one of the businesses involved in the tie is a minority or female owned, they shall be ranked above the other firm or firms involved in the tie.
- 6.4 ***Joint Venture.*** The Owner does not desire to enter into "joint-venture" agreements with multiple Construction Management firms.
- 6.5 ***Evaluation Committee.*** The Evaluation Committee desires to review information on the firm's major consultants/contractors. The firm is requested to name principal consultants/contractors and submit qualifications, including therein all of the information requested of the firm.

## **SECTION 7.0 FORMS**

*(Cover Sheet, dividers are not part of the page count)*

**APPLICANT FIRM**

APPLICANT FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

CONTACT PERSON/TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ALT CONTACT PERSON/TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_

Type Ownership: \_\_\_\_\_

Submittal for          Parent Company          Branch or Subsidiary

Parent Company, if any: \_\_\_\_\_

Former Parent Company/Companies:

Name/Title/Phone Number of two Principals in the firm:

Present Offices: City/State/Number of personnel for each:

**TABLE OF CONTENTS**  
**FOR 35-22-04**  
**CONSTRUCTION MANAGEMENT SERVICES- The Backyard**

---

**SUBCONSULTANT/CONTRUCTION FIRMS:**

**Firm Name and Address**

**Services to be Provided**

1.

1.

2.

2.

3.

3.

4.

4.

5.

5.

**1. Company Name**

Project Title

Project Location

Project Description

Project Start:

Project Completion Date

Owner Name

Owner Address

Phone Number and **Email**

Project Amount

Services completed in Budget? Yes \_\_\_ No \_\_\_ Why? \_\_\_\_\_

Services completed on time? Yes \_\_\_ No \_\_\_ Why? \_\_\_\_\_

**2. Company Name**

Project Title

Project Location

Project Description

Project Start:

Project Completion Date

Owner Name

Owner Address

Phone Number and **Email**

Project Amount

Services completed in Budget? Yes \_\_\_ No \_\_\_ Why? \_\_\_\_\_

Services completed on time? Yes \_\_\_ No \_\_\_ Why? \_\_\_\_\_

**3. Company Name**

Project Title

Project Location

Project Description

Project Start:

Project Completion Date

Owner Name

Owner Address

Phone Number and **Email**

Project Amount

Services completed in Budget? Yes \_\_\_ No \_\_\_ Why? \_\_\_\_\_

Services completed on time? Yes \_\_\_ No \_\_\_ Why? \_\_\_\_\_

**4. Company Name**

Project Title

Project Location

Project Description

Project Start:

Project Completion Date

Owner Name

Owner Address

Phone Number and **Email**

Project Amount

Services completed in Budget? Yes \_\_\_ No \_\_\_ Why? \_\_\_\_\_

Services completed on time? Yes \_\_\_ No \_\_\_ Why? \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM**  
**35-22-04 – CMS-The Backyard**

The undersigned vendor, in accordance with Florida Statute 287.087, hereby

certifies that \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

PUR062.036  
re. 10/97

# CITY OF ZEPHYRHILLS

## STATEMENT OF NO BID

If you do not intend to bid, please complete the information below and return this form with the bid title and number clearly marked on the front of the envelope. Please send the STATEMENT OF NO BID FORM no later than the opening date indicated on the INVITATION TO BID FORM.

Please be advised that if the NO BID STATEMENT is not executed and returned your name may be deleted from the list of qualified bidders for the City of Zephyrhills.

We decline to submit a bid for the following reasons:

- ☐ Unable to meet Bond or Insurance requirements.
- ☐ Unable to meet specifications; we do not offer this product or an equivalent.
- ☐ Specifications are unclear, specialty items are too intricate.
- ☐ Insufficient time to respond; our schedule will not permit us to perform.
- ☐ Reason for declining on attached sheet.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

Return completed form to: City of Zephyrhills, Purchasing Department  
5335 8<sup>th</sup> Street  
Zephyrhills, FL 33542

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES  
35-22-04**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

Personally known \_\_\_\_\_

Or Produced identification \_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Printed, Typed or stamped commissioned name of notary public)

Addenda Receipt Acknowledgment  
35-22-04

Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

Addendum # \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

***Firm Representative:***

\_\_\_\_\_  
Signature/Date (Executed by Corporate Authority)

**NON-COLLUSIVE AFFIDAVIT**

**35-22-04**

State of Florida

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is

\_\_\_\_\_, the party making the fore-going submittal of qualifications or bid that such  
submittal  
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

\_\_\_\_\_  
Officer

\_\_\_\_\_ (Company Name)

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by

\_\_\_\_\_ (name and title of corporate officer)

of \_\_\_\_\_ (Name of Corporation),

a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the  
corporation. He/she is personally known to me or has produced \_\_\_\_\_ (Identification type)  
as identification.

\_\_\_\_\_ (Signature line for notary public)

\_\_\_\_\_ (Name of notary type, printed or stamped)

\_\_\_\_\_ (Title or rank)

My commission expires: \_\_\_\_\_

Serial number, if any \_\_\_\_\_

## E-VERIFY

RFP No: 35-22-04  
Project Description: Construction Management Services-The Backyard

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Errors or Omissions**  
**RFP 35-22-04-CMS-The Backyard**

Upon review of this Request for Qualification documents are you aware of any apparent errors or omissions?

☐ YES

☐ NO

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet.

Company/Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion Form**  
**35-22-04-CMS-The Backyard**

1. The prospective Vendor, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Firm: \_\_\_\_\_  
Name of Company – Please Print

Signature: \_\_\_\_\_  
Authorized Company Representative

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

# RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-22-04 Construction Management Services-The Backyard.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2022

\_\_\_\_\_  
(Seal) By: \_\_\_\_\_

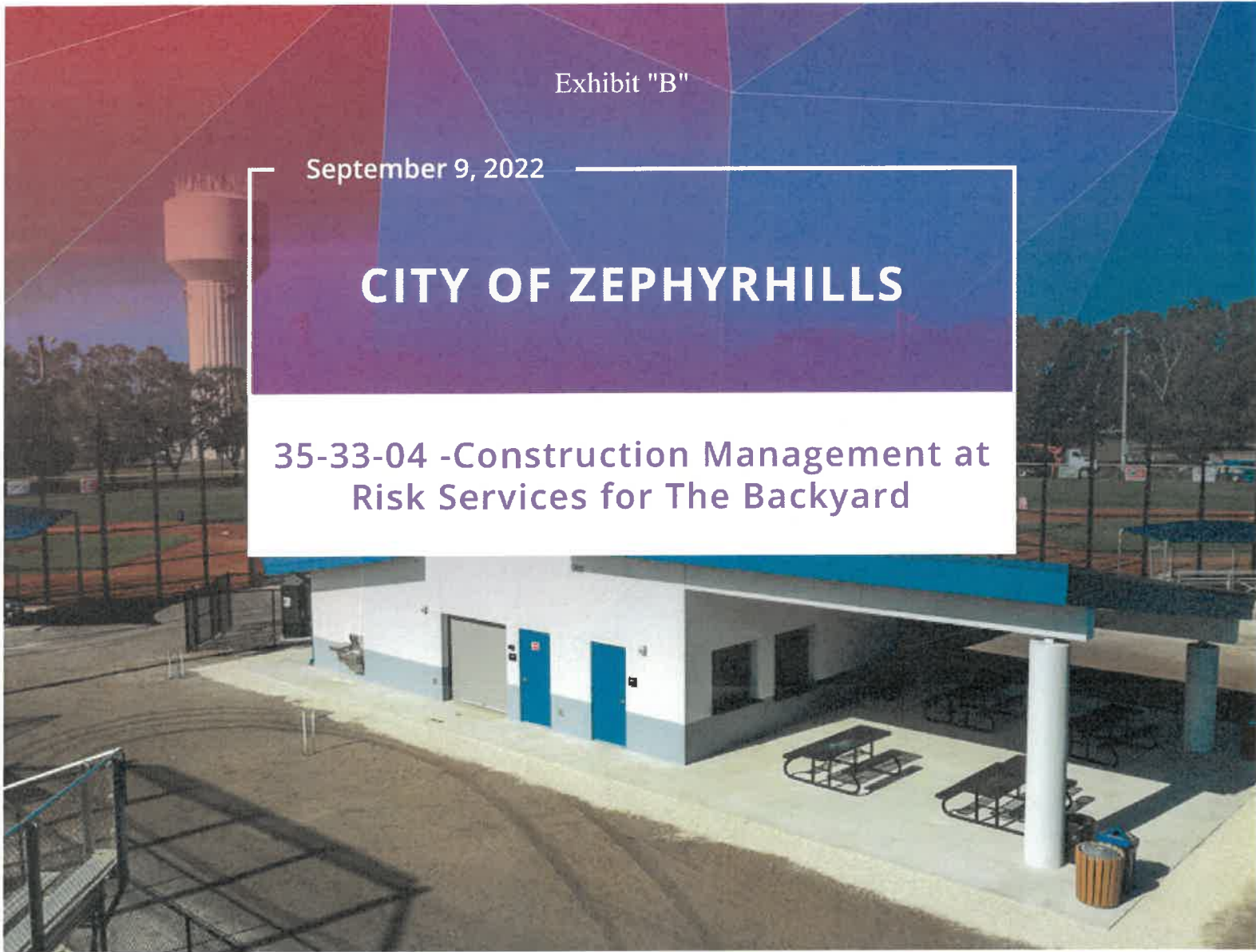
Title: \_\_\_\_\_

Exhibit "B"

September 9, 2022

## CITY OF ZEPHYRHILLS

35-33-04 -Construction Management at  
Risk Services for The Backyard



[WWW.ADMORGAN.COM](http://WWW.ADMORGAN.COM)

September 9, 2022  
Mrs. Karen Miller  
City of Zephyrhills  
Purchasing Department  
5335 8th Street  
Zephyrhills, FL 33542

**RE: Request for Proposal – RFP-35-22-04 - Construction Management at Risk Services for The Backyard**

Dear Mrs. Miller and Selection Committee Members,

On behalf of The A.D. Morgan Corporation, we thank you for this opportunity to submit our proposal to provide construction management services for The Backyard. As you review our submittal, we hope you will consider the following “key differentiators” we believe position our team to be the most valuable partner to the City of Zephyrhills.

**KEY DIFFERENTIATOR NO. 1 | CONSTRUCTION MANAGEMENT FIRM DEDICATED TO BUILDING THE BEST PUBLIC FACILITIES**

A.D. Morgan's 33-year foundation is set firmly on the construction of specialized public gathering facilities near identical in size and scope to that of The Backyard. In fact, A.D. Morgan has had the privilege of serving the City of Zephyrhills to build such facilities including your new City Hall, Public Library, and most recently the preconstruction phase for your new SVB Indoor Tennis Complex. “The Backyard” concept is an exciting, progressive project that will further enhance the public draw to the City's primary anchors being City Hall and Public Library. With A.D. Morgan the City will be partnering with the team who is vested in supporting the continued growth of your downtown area. You will be supported by a project team who are familiar working within your procedures and processes which means we can continue our established momentum. To that point, the technical management team we are proposing will be led by John Kalaf, Matt D'Amaddio and Jeremy Warner. Additionally, the composition of the whole team represents trade subject matter experts who bring first-hand experience managing the constructing public gathering facilities just like this one. We are ready to begin working with you and will begin by implementing a project specific plan to address all highly critical issues such as safety, logistics management, quality control and quality assurance, procurement and a plan of action that most assuredly ensures schedule accountability and budget certainty.

**KEY DIFFERENTIATOR NO. 2 | OUR PROVEN PROCESS ENSURES AN ON-TIME DELIVERY WITHIN BUDGET**

Our proven technical expertise and best in industry processes will continue to provide the City of Zephyrhills with exacting budgets, value added constructability insights, construction systems analysis, and life cycle cost analysis that will support our mission of obtaining optimum value for your facilities. Our involvement in the pre-construction and design phase will allow the city the best opportunity to maximize your budget and achieve all the desired scope. When we transition into the construction phase, we will use our best management practices and capitalize on our industry expertise to ensure a flawless project delivery at a level of quality that will surpass your expectations.

**KEY DIFFERENTIATOR NO. 3 | A.D. MORGAN IS A PROVEN PARTNER TO THE CITY OF ZEPHYRHILLS**

Working with any municipal agency brings with it specific processes and procedures. Simply stated, the City of Zephyrhills, and its Construction Services Departments, have their way of doing business. We know what is expected of us and we are intimately familiar with those processes and procedures and can hit the ground running. With our experience on your most recently completed City Hall project, and our depth of experience with Aaron from Furr, Wegman & Banks, we'll be able to communicate across the entire team efficiently and seamlessly. We know how to “work under the microscope” and instead of expending time and effort getting to know your processes and procedures, we'll be able to better focus our attention on the subject at hand: delivering your new park The Backyard safely, within budget with the highest level of quality and schedule certainty you expect.

**KEY DIFFERENTIATOR NO. 4 | OUR LOCAL MARKET KNOWLEDGE WILL BE A CRITICAL ELEMENT TO A SUCCESSFUL PROJECT DELIVERY**

A.D. Morgan truly is a local Construction Management Firm with our headquarters located in the Westshore District in Tampa. We have maintained our growth solely as CM Service provider throughout the central Florida region. Our depth and quality of local subcontractor relationships is second to none. We will leverage our outstanding trade market relationships to the greatest benefit of the projects and in support of the city's mission. Our Tampa office is located less than 40 minutes to the project site, allowing the collective team immediate and convenient access to one another.

**KEY DIFFERENTIATOR NO. 5 | WE CARE**

This is not just business for us, this is personal. We are a highly reputable regional firm that has a proven track-record of delivering projects under this form of contract. We're not a “big or national company,” and as such, the professionals assigned to your project won't be “B” or “C” players, they are tenured A.D. Morgan professionals, and they won't be “training” on your projects. With the A.D. Morgan team you're getting owner | partner level commitment and involvement, tenured leadership, award-winning expertise in the construction or renovation of your facilities, and you're getting a team that CARES about YOU and YOUR MISSION.

Very Truly Yours  
THE A. D. MORGAN CORPORATION  
Rebecca J. Smith | President & Founder

City of Zephyrhills  
RFQ Response Form

PROJECT IDENTIFICATION NUMBER: 35-22-04

PROJECT NAME: Construction Management Services – The Backyard

RFP DEADLINE: September 9, 2022 before 11:00 am

The undersigned, hereby declares that no person or other persons other than the undersigned are interested in this RFQ, as Principal, and this response to request for qualification is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby proposed and agree to furnish this service according to the requirements set out in the specifications for said purchase and service.

Federal Employer Identification Number: 59-2933439

**Required Documents:**

- |                                                                 |                                                                 |
|-----------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Cover Page, Pg 1                       | <input type="checkbox"/> RFQ Response Form, Pg 3                |
| <input type="checkbox"/> CMS Applicant Sheet, Pg 25             | <input type="checkbox"/> RFQ Table of Contents, Pg 26           |
| <input type="checkbox"/> SubConsultant/Contractor, Pg 28        | <input type="checkbox"/> References, Pg 29                      |
| <input type="checkbox"/> Public Entity Crimes, Pg 32            | <input type="checkbox"/> Error & Omissions, Pg 37               |
| <input type="checkbox"/> Addenda Receipt Acknowledgement, Pg 34 | <input type="checkbox"/> Debarment, Pg 38                       |
| <input type="checkbox"/> E-Verify, Pg 36                        | <input type="checkbox"/> RFQ Acceptance, Pg 39                  |
| <input type="checkbox"/> References-Pg 29                       | <input type="checkbox"/> Business Tax Receipt and Licenses, etc |
| <input type="checkbox"/> Non Collusive, Pg 35                   |                                                                 |

FIRM NAME: The A.D. Morgan Corporation

SUBMITTER'S NAME/TITLE: Matt D'Amaddio

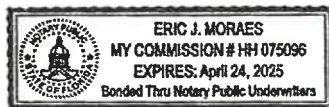
ADDRESS: 716 N. Renellie Dr. Tampa, FL 33609

TELEPHONE NUMBER (813) 832-3033 FAX (813) 831-9860

EMAIL ADDRESS: mdamaddio@admorgan.com

Firm Representative Signature: \_\_\_\_\_ Date 9/9/22

*Notary or Corporate*



**RFP RESPONSE FORM**

**CONSTRUCTION MANAGEMENT SERVICES – 35-22-04**  
**APPLICANT FIRM**

Project Title: Construction Management Services – The Backyard

APPLICANT FIRM NAME: The A. D. Morgan Corporation

ADDRESS: 716 N. Renellie Dr. Tampa, FL 33609

TELEPHONE NUMBER: (813) 832-3033

FAX NUMBER: (813) 831-9860

CONTACT PERSON/TITLE: Matt D'Amaddio, Program Director

EMAIL ADDRESS: mdamaddio@admorgan.com

ALT CONTACT PERSON/TITLE: Jeremy Warner

EMAIL ADDRESS: jwarner@admorgan.com

FEDERAL TAX ID NUMBER: 59-2933439

Type Ownership: Corporation

Submittal for ☐ Parent Company ☐ Branch or Subsidiary

Parent Company, if any: N/A

Former Parent Company/Companies:

N/A

Name/Title/Phone Number of two Principals in the firm:

Dr. Rebecca Smith, President

John Kalaf, VP of Operations

Present Offices: City/State/Number of personnel for each:  
Tampa, FL - 34, Lakeland, FL - 4, Bradenton, FL - 3

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**CMS APPLICATION FORM**

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# GENERAL INFORMATION

## **4.3.1 - 4.3.6**



# FINANCIAL RESPONSIBILITY

- Has the firm ever failed to complete any work rewarded to it or been removed from any project awarded to the firm.
- List the contact person, addresses, and phone numbers for the firm's bonding Company/Agent.

The A.D. Morgan Corporation has **NEVER FAILED** to complete any work rewarded to us or have been removed from any project awarded.

## FIRM'S BONDING COMPANY / AGENT

Alliant Insurance Services, Inc.

Colette R. Chisholm

Attorney-In-Fact

333 Earle Ovington Blvd., Suite 700

Uniondale, NY 11553

516-414-8285





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                 |                                                                             |               |
|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Wallace Welch & Willingham, Inc.<br>300 1st Ave. So., 5th Floor<br>Saint Petersburg FL 33701 | <b>CONTACT NAME:</b> Certificates/Commercial Lines                          |               |
|                                                                                                                 | <b>PHONE (A/C No. Ext):</b> 727-522-7777 <b>FAX (A/C No.):</b> 727-521-2902 |               |
|                                                                                                                 | <b>E-MAIL ADDRESS:</b> certificates@w3ins.com                               |               |
| <b>INSURED</b><br>The A. D. Morgan Corporation<br>716 N Renellie Dr<br>Tampa FL 33609                           | <b>INSURER(S) AFFORDING COVERAGE</b>                                        | <b>NAIC #</b> |
|                                                                                                                 | INSURER A: Amerisure Ins. Co.                                               | 19488         |
|                                                                                                                 | INSURER B: Amerisure Mutual Ins. Co.                                        | 23396         |
|                                                                                                                 | INSURER C: Illinois Union Ins. Co.                                          | 27960         |
|                                                                                                                 | INSURER D:                                                                  |               |
|                                                                                                                 | INSURER E:                                                                  |               |
|                                                                                                                 | INSURER F:                                                                  |               |

### COVERAGES

CERTIFICATE NUMBER: 1515964503

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                       | ADDL SUBR INSD WVD                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contractual liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                     | CPP2082611002 | 5/20/2022               | 7/1/2023                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                      |                                     | CA20826101005 | 5/20/2022               | 7/1/2023                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>PIP \$ 10,000                                                                        |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                                                                      |                                     | CU21120780302 | 5/20/2022               | 7/1/2023                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$<br>\$                                                                                                                                                                                                |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                           | Y/N<br><input type="checkbox"/> N/A | WC20826121001 | 6/26/2022               | 6/26/2023               | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                     |
| C        | Professional Liability Incl ESO                                                                                                                                                                                                                                                                                                                                         |                                     | G27059910010  | 7/1/2022                | 7/1/2023                | Limit of Liability Deductible 1,000,000 25,000                                                                                                                                                                                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RFQ: 35-22-04  
CMS for The Backyard

### CERTIFICATE HOLDER

### CANCELLATION

|                                                                                   |                                                                                                                                                                |
|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Zephyrhills - Purchasing Dept.<br>5335 8th Street<br>Zephyrhills FL 33542 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                   | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                  |

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ACORD 25 (2016/03)

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## PROOF OF INSURANCE

#### SUBCONSULTANT/CONSTRUCTION FIRM DATA SHEET-35-22-04

##### SUBCONSULTANT/CONSTRUCTION FIRMS:

Firm Name and Address

Services to be Provided

1. No subcontractors have been selected for the project at this time.

1.

2.

2.

3.

3.

4.

4.

5.

5.

28

## SUB CONTRACTOR DATA SHEET



# RESPONSE TO EVALUATION CRITERIA **4.3.7 (SECTION 5.0)**



# PROPOSED ORGANIZATION

**5.1.1. Describe firms proposed organization for the construction management team, including superintendent, project manager, project director, cost estimator, project executive, who will manage the project. Please designate specific individuals to fill the following roles:**

The organization of our team represents a wholly integrated CM@R delivery structure that streamlines communications and decisions-making that will most assuredly translate to added value in the form of budget optimization and schedule efficiency. Rest assured; each proposed team member will be intimately involved from the start to the finish to ensure nothing short of ultimate success.

The specific individuals proposed to deliver your new park The Backyard have an exceptional track-record of delivering projects together and were selected specifically because of their familiarity with the City of Zephyrhills mode of operation from recent and successful project completions for the city. In addition, this team has a tenured history with A.D. Morgan. **The average A.D. Morgan tenure amongst these individuals is over 10 years long and dozens of projects.** This team is equipped with the experience and expertise that will be required for a seamless, and sometimes required, rapid response to the various project needs of the city.

A key differentiator to our approach is the highest level of Principal and Executive involvement that many other 'large and national' construction managers do not offer. President, Rebecca Smith, and Vice President, John Kalaf will be personally involved and available throughout the life of the project and will ensure the entirety of A.D. Morgan's resources are made available to guarantee a superior project delivery.

## EXECUTIVE PROJECT LEADERSHIP

Every A.D. Morgan project has an assigned Executive Team who play a very active role during pre-construction and throughout construction and closeout phases of every project to ensure nothing less than ultimate success. The proposed Executive Leadership for your new park The Backyard will consist of **Vice President/Project Executive, John Kalaf, and Program Director, Matthew D'Amaddio.** John and Matt collectively bring over 50-years, and over hundreds of successful Construction Management at Risk deliveries to the forefront of this team. As active participants of the project, responsible for the oversight and successful delivery of each phase, they will employ their collective strengths, experience, and expertise to ensure every objective for the project is achieved in accordance with the contract, and in the best interest of the City.

## SEASONED PRE-CONSTRUCTION LEADERSHIP

**Proposed Pre-Construction Director, Jeremy Warner,** is a career construction management professional who brings a tremendous amount of experience delivering projects near identical in scope and scale to that of your new park The Backyard. Jeremy will be leading all technical budgeting, systems cost estimating, milestone estimating, value engineering, subcontractor bidding, and GMP development activities for this project. Jeremy has spent 22 years as a preconstruction professional, estimating and developing guaranteed maximum price contracts (GMP's) for municipal, and governmental sector projects throughout the Central Florida Region. In the past 12 Months alone, Jeremy has developed over \$120M in successful GMP's and led value engineering efforts that generated over 400 different value options worth over \$15M of savings (for which the owners selected options at their discretion). Jeremy will be collaborating closely with the entire team throughout the preconstruction phase to ensure the budget objectives are met, and to establish complete continuity of knowledge in the transition from pre-construction, into the construction phase. Additionally, **Jeremy maintains an outstanding working relationship with Furr | Wegman & Banks Architects. A.D. Morgan, Furr | Wegman & Banks have delivered numerous successful projects together in recent history and are currently delivering two projects together valued over \$35M. Rest assured, this team knows how to operate seamlessly.**

### LEADERSHIP FROM START TO FINISH

Transitioning into the construction phase, the project will be led by your on-site construction team who will mobilize and position themselves directly on-site for the duration of the project. The on-site team will consist of Project Manager, Rudy Celestin, and William Freeswick.

**Project Manager**, Rudy Celestin has over 15 years' experience as a lead project manager delivering projects under the construction management at risk delivery model. Rudy's diligence and natural attention to detail has elevated quickly within the A.D. Morgan team. Throughout his career Rudy has led numerous complex projects ranging from high-rise apartment buildings to phased K-12 campus replacement projects, and new parking garages in urban settings.

**Superintendent**, William Freeswick is a rising star at A.D. Morgan, and frankly, throughout the local industry. Prior to joining the A.D. Morgan 1-year ago, William spent the first part of his career as a Superintendent and Project Manager constructing highly complex high-rise buildings in the dense metropolis of Manhattan, NY. Prior to graduating from College on a hockey scholarship, William was brought up in the industry from a young age. His passion for building projects, relationships, and his relentless desire to exceed client expectations is apparent from the moment you meet him.

| STAFF TO BE ASSIGNED TO PROJECT |                     |                 | TEAM ALLOCATION |           |
|---------------------------------|---------------------|-----------------|-----------------|-----------|
| NAME                            | TITLE               | YEARS WITH FIRM | PRECON          | CON       |
| JOHN KALAF                      | PRINCIPAL IN CHARGE | 21              | 10%             | 10%       |
| MATT D'AMADDIO                  | PROJECT EXECUTIVE   | 5               | 10%             | 10%       |
| FRANK REBECKY                   | VP OF FIELD OPS     | 22              | 25%             | 20%       |
| JEREMY WARNER                   | DIRECTOR OF PRECON  | 3               | 30%             | AS NEEDED |
| VANNA LANH                      | SAFETY / QAQC       | 19              | 25%             | AS NEEDED |
| RUDY CELESTIN                   | PROJECT MANAGER     | 2               | 5%              | 50%       |
| WILLIAM FREESWICK               | SR. SUPERINTENDENT  | 1               | 5%              | 100%      |



### 5.1.2. CURRENT RESUMES LISTING PROJECT EXPERIENCE



## JOHN KALAF, CGC

Principal In Charge



### PROFESSIONAL QUALIFICATIONS SUMMARY

John brings thirty-nine (39) years of successful project deliveries utilizing the CM at Risk Delivery Method. John's leadership spans 22 years and \$800 million of successful projects with A.D. Morgan. As Principal in Charge, John will be responsible for the leadership of all project team members throughout the delivery of the project to ensure a successful delivery measured by safety, quality, schedule compliance and client satisfaction. John's involvement will start immediately after the project award and will continue through pre-construction, construction, and project closeout phases. John's extensive successful experience delivering projects and will bring the necessary experience and leadership required to successfully deliver the project under the most critical conditions.

#### RELATED PROJECT EXPERIENCE

#### ROLE

#### COST

#### SIZE

|                                                |                   |              |                        |
|------------------------------------------------|-------------------|--------------|------------------------|
| Polk Co. Schools – Bartow Sr. High Master Plan | Project Executive | \$30,025,575 | 148,000 sf             |
| Pinellas Co. Schools – Tyrone Middle School    | Project Executive | \$30,829,308 | 132,615 sf             |
| Polk State College – Center for Public Safety  | Project Executive | \$23,722,926 | 104,000 sf             |
| Zephyrhills Public Library                     | Project Executive | \$2,200,000  | 8,463 sf               |
| Pasco Co. Schools – CNG Fueling Station        | Project Executive | \$3,200,000  | CNG Fueling            |
| Pinellas Co. Schools – Midtown Academy         | Project Executive | \$15,659,201 | 75,000 sf              |
| State College of Florid – Tennis Courts        | Project Executive | \$2,600,000  | Various                |
| Polk State College – Ropes Course              | Project Executive | \$274,027    | Two-story, 16-obstacle |
| GT Bray Park                                   | Project Executive | \$2,200,324  | Various                |
| City of Zephyrhills New City Hall              | Project Executive | \$6,500,000  | 21,430 sf              |

#### EDUCATION

University of Florida  
B.A. in Building Construction

**39**

Years of  
Experience

**17**

Years with  
other firm

**22**

Years with  
A.D. Morgan

#### REGISTRATIONS

Certified General Contractor  
Certified Building Inspector  
OSHA Certified  
First Aid/CPR



### PROFESSIONAL QUALIFICATIONS SUMMARY

Having spent 10 years as an Operations & Project Manager with two of the largest construction managers in the country before joining A.D. Morgan in 2017, building for some of the highest profile clients in the industry including Nike, Boston University, Jones Lang Lasalle, Tribeca Associates and Boston Properties, Matt's expertise delivering complex projects with schedule certainty will bring tremendous value to your project. Having delivered new construction projects for some of the country's most notable institutional clients, Matt's schedule expertise will remove significant risk from the project. Matt will also work diligently during the pre-construction process to ensure local subcontractor participation and maximize community awareness.

#### RELATED PROJECT EXPERIENCE

#### ROLE

#### COST

#### SIZE

|                                                   |             |              |                        |
|---------------------------------------------------|-------------|--------------|------------------------|
| Polk Co Schools – Bartow Sr. High Phase II        | Program Dir | \$30,025,575 | 148,000 sf             |
| Pinellas Co. Schools – Tyrone Middle School       | Program Dir | \$30,829,308 | 132,615 sf             |
| Polk Co. Schools – Kathleen Middle School         | Program Dir | \$5,100,000  | 26,530 sf              |
| Pinellas Co. Schools – Midtown Academy            | Program Dir | \$15,659,201 | 75,000 sf              |
| Pinellas Co. Schools – San Jose Elementary        | Program Dir | \$2,951,949  | 56,000 sf              |
| Hillsborough Co. Schools - Davidsen Middle School | Program Dir | \$3,500,000  | HVAC                   |
| Polk State College – Ropes Course                 | Program Dir | \$274,027    | Two-story, 16-obstacle |
| GT Bray Park                                      | Program Dir | \$2,200,324  | Various                |
| City of Zephyrhills New City Hall                 | Program Dir | \$6,500,000  | 21,430 sf              |
| Marion County Schools - Continuing Contract       | Program Dir | \$5,256,264  | Various                |

#### EDUCATION

Hofstra University  
Business Management | Finance  
– 2010 Grad

**13**

Years of  
Experience

**5**

Years with  
A.D. Morgan

#### REGISTRATIONS

OSHA Certified  
First Aid/CPR



## FRANK REBECKY, CGC

Sr. Superintendent / VP of Field Ops



### PROFESSIONAL QUALIFICATIONS SUMMARY

Frank has 55 years' experience and spent 32 years as the Owner/President of a concrete & masonry company (Rebecky Masonry) prior to joining A.D. Morgan. As VP of Field Ops, Frank oversees day-to-day operations of the on-site construction activities for projects. Frank ensures projects are operating in the most cost effective and efficient manner. He also participates in the review of constructability, phasing, and scheduling during the pre-construction phase. Frank has received numerous awards for quality construction throughout his career including the 3rd most significant architecture in the State of FL in the past 100 years as recognized by the State AIA (American Institute of Architects), the Baughman Center at the University of Florida. Additionally, Prior to being Promoted to Vice President, Frank Served as the Senior Superintendent on the Polk State College Center for Public Safety.

#### RELATED PROJECT EXPERIENCE

#### ROLE

#### COST

#### SIZE

|                                                |                 |              |                        |
|------------------------------------------------|-----------------|--------------|------------------------|
| Polk Co. Schools – Bartow Sr. High Master Plan | VP of Fiels Ops | \$30,025,575 | 148,000 sf             |
| Pinellas Co. Schools – Tyrone Middle School    | VP of Fiels Ops | \$30,829,308 | 132,615 sf             |
| Polk State College – Center for Public Safety  | VP of Fiels Ops | \$23,722,926 | 104,000 sf             |
| Zephyrhills Public Library                     | VP of Fiels Ops | \$2,200,000  | 8,463 sf               |
| Pasco Co. Schools – CNG Fueling Station        | VP of Fiels Ops | \$3,200,000  | CNG Fueling            |
| Pinellas Co. Schools – Midtown Academy         | VP of Fiels Ops | \$15,659,201 | 75,000 sf              |
| State College of Florid – Tennis Courts        | VP of Fiels Ops | \$2,600,000  | Various                |
| Polk State College – Ropes Course              | VP of Fiels Ops | \$274,027    | Two-story, 16-obstacle |
| GT Bray Park                                   | VP of Fiels Ops | \$2,200,324  | Various                |
| City of Zephyrhills New City Hall              | Sr. Super       | \$6,500,000  | 21,430 sf              |

#### EDUCATION

Two Year College  
Construction Engineering  
Technology

**55**  
Years of  
Experience

**32**  
Years with  
other firm  
**23**  
Years with  
A.D. Morgan

#### REGISTRATIONS

Rotary  
General Contractor  
OSHA Certified  
GCBX



## VANNA LANH, CGC, LEED ADVISOR

Quality Control / Safety Manager



### PROFESSIONAL QUALIFICATIONS SUMMARY

Vanna spent fourteen years in the Army Corps of Engineers prior to spending the last twenty-three years in the construction industry as a Civil Engineer, Project Manager and Quality/Safety Director. Vanna works closely with The A.D. Morgan Project Team during the pre-construction and construction phases to develop project specific safety strategies, project specific quality control programs and provides ongoing safety and quality compliance support for all A.D. Morgan projects.

#### RELATED PROJECT EXPERIENCE

#### ROLE

#### COST

#### SIZE

|                                                        |               |              |             |
|--------------------------------------------------------|---------------|--------------|-------------|
| Polk Co. Schools – Bartow Sr. High Master Plan         | Safety / QAQC | \$30,025,575 | 148,000 sf  |
| Pinellas Co. Schools – Tyrone Middle School            | Safety / QAQC | \$30,829,308 | 132,615 sf  |
| Polk State College – Center for Public Safety Training | Safety / QAQC | \$23,722,926 | 104,000 sf  |
| Zephyrhills Public Library                             | Safety / QAQC | \$2,200,000  | 8,463 sf    |
| Pasco Co. Schools – CNG Fueling Station                | Safety / QAQC | \$3,200,000  | CNG Fueling |
| Pinellas Co. Schools – Midtown Academy                 | Safety / QAQC | \$15,659,201 | 75,000 sf   |
| New River Elementary School                            | Safety / QAQC | \$15,800,000 | 92,000 sf   |
| Double Branch Elementary School                        | Safety / QAQC | \$14,400,000 | 92,000 sf   |
| Memorial Elementary School                             | Safety / QAQC | \$14,400,000 | 100,000 sf  |
| City of Zephyrhills New City Hall                      | Safety / QAQC | \$6,500,000  | 21,430 sf   |

#### EDUCATION

University of Florida  
B.S. in Civil  
Engineering Technology

**39**  
Years of  
Experience

**19**  
Years with  
other firm  
**20**  
Years with  
A.D. Morgan

#### REGISTRATIONS

Certified Stormwater  
Mgmt Inspector  
LEED AP/Green Globe  
OSHA Certified  
First Aid/CPR

### ADDITIONAL ACTIVE REGISTRATIONS

Fall Protection Competent Person/Trainer,  
Indoor Air Quality Expert, Registered  
Roofing Observer



## JEREMY WARNER, CGC, LEED AP

Preconstruction Director



### PROFESSIONAL QUALIFICATIONS SUMMARY

Jeremy's professional career in the construction industry spans twenty-two (22) years with a focus on construction management at risk for Public Educational Facilities throughout Central Florida, both K12 and Higher Education. Through his career Jeremy has risen from Project Superintendent, Estimator, to Sr. Estimator and has been an Estimator for the past twenty-three (23) years, three (3) of which with A.D. Morgan. As your Sr. Estimator, Jeremy will serve as the pre-construction leader working closely with the team through market cost analysis, conceptual estimating, schematic estimating, project schedule development, value engineering, life-cycle cost analysis, constructibility reviews, and provide on-going cost savings opportunities. Ultimately, Jeremy will develop the final GMP.

#### RELATED PROJECT EXPERIENCE

| RELATED PROJECT EXPERIENCE                              | ROLE       | COST         | SIZE       |
|---------------------------------------------------------|------------|--------------|------------|
| Polk Co. Schools – Bartow Sr. High Master Plan Phase II | Precon Dir | \$30,025,575 | 148,000 sf |
| Pinellas Co. Schools – Tyrone Middle School Renovation  | Precon Dir | \$30,829,308 | 132,615 sf |
| St. Petersburg College Student Center                   | Precon Dir | \$25,000,000 | -          |
| Tarpon Springs Middle School HVAC Renovation            | Precon Dir | \$10,700,000 | -          |
| John Young Elementary School                            | Precon Dir | \$10,500,000 | 100,000 sf |
| Pinellas Co. Schools – Midtown Academy                  | Precon Dir | \$15,659,201 | 75,000 sf  |
| Jones High School Capital Improvements                  | Precon Dir | \$9,000,000  | 250,000 sf |
| Quail Hollow Elementary School Renovation               | Precon Dir | \$9,000,000  | 100,000 sf |
| GT Bray Park                                            | Precon Dir | \$2,200,324  | Various    |
| Polk Co. Schools – Kathleen Middle School               | Precon Dir | \$5,100,000  | 26,530 sf  |

#### EDUCATION

**Southern Illinois University  
at Carbondale**  
Bachelor of Arts

**23**

**Years of  
Experience**

**20**

Years with  
other firm

**3**

Years with  
A.D. Morgan

#### REGISTRATIONS

Rotary  
General Contractor  
OSHA Certified  
GC BX





## RUDOLPH CELESTIN

Project Manager



### PROFESSIONAL QUALIFICATIONS SUMMARY

Rudy has been working in the construction industry for over 22 years and have worked on a diverse array of project types. As Project Manager, his management responsibilities involve both the pre-construction and construction phase of the project. During pre-construction he assists in the development of the project schedule, constructability, and coordination of the subcontractors. In the construction phase he supports the superintendent with all subcontractor contract administration, updates all management logs, prepares all reports, updates the schedule, and prepares the payment applications for the Owner.

| RELATED PROJECT EXPERIENCE                           | ROLE | COST          | SIZE         |
|------------------------------------------------------|------|---------------|--------------|
| 500 Brickell, Miami, FL                              | PM   | \$150,000,000 | 1,700,000 sf |
| New World Symphony Campus Expansion, Miami Beach, FL | PM   | \$130,700,000 | 106,000 sf   |
| Ritz Carlton, Ft. Lauderdale, FL                     | PM   | \$94,000,000  | 750,000 sf   |
| Mark Project                                         | PM   | \$89,700,000  | 413,000 sf   |
| Vue Condominium, Sarasota, FL                        | PM   | \$85,600,000  | 350,000 sf   |
| Brickell on the River North, Miami, FL               | PM   | \$53,000,000  | 750,000 sf   |
| Leon Goldstein High School, Long Island City, NY     | PM   | \$47,000,000  | 132,000 sf   |
| Hyatt Hotel, St. Petersburg, FL                      | PM   | \$36,000,000  | 185,000 sf   |
| Tempo at Encore, Tampa, FL                           | PM   | \$29,000,000  | 256,000 sf   |
| FDR High School, Long Island City, NY                | PM   | \$8,000,000   | -            |

#### EDUCATION

Illinois State University  
Construction Management

6

Years of  
Experience

4

Years with  
other firm

2

Years with  
A.D. Morgan

#### REGISTRATIONS

OSHA Certified  
First Aid/CPR



## WILLIAM R. FREESWICK

Superintendent



### PROFESSIONAL QUALIFICATIONS SUMMARY

Will has over 5 years of commercial construction experience. His previous experience was leading overseeing timeline and execution of luxury Manhattan condominiums. He is an experienced leader and has mentored Interns/foreman, liaison with design teams and subcontractors to ensure high quality materials and service. His responsibilities include developing and enforce project schedules for timely and cost efficient completion, track daily and weekly progress reports to share with all stakeholders, and ensuring compliance with safety regulations.

| RELATED PROJECT EXPERIENCE                 | ROLE           | COST         | SIZE      |
|--------------------------------------------|----------------|--------------|-----------|
| 540 6th Avenue -LandSea Homes/DNA,         | Asst. PM/Super | \$45,000,000 | 65,000 sf |
| 415 W 120th Street -PEBB Capital/Collegium | Asst. PM/Super | \$30,000,000 | 40,000 sf |
| 165 Mercer Street -Flank                   | Asst. Super    | \$18,000,000 | 10,000 sf |
| 221 W 77th Street -Naftali Group           | Asst. Super    | \$60,000,000 | 90,000 sf |
| 540 6th Ave FORENA Sale Gallery            | Super          | \$400,000    | 2,000 sf  |

#### EDUCATION

Montclair State University, 2013  
Bachelor's Degree, Criminal Justice  
Studies

5

Years of  
Experience

4

Years with  
other firm

1

Years with  
A.D. Morgan

#### REGISTRATIONS

OSHA Certified  
First Aid/CPR

## 5.1.3 - 5.1.4 - LEADER OF CONSTRUCTION TEAM / ORGANIZATIONAL CHART

### PROVEN PROJECT LEADERSHIP

From the date of project award through final completion of the project, Vice President | Project Executive John Kalaf will serve as the primary leader of the construction team. John will serve as the primary point of contact and will hold ultimate responsibility in meeting the contract requirements. John brings an outstanding working relationship with the City of Zephyrhills and has served for you previously as the leader for your new City Hall and new Public Library projects. Additionally, John brings a tremendous working relationship with Furr | Wegman & Banks Architects having delivered six very successful projects including the Polk State College Center for Public Safety, and most recently, the Bartow Senior High School phased campus remodel and renovation project.



## 5.2 – PRE-CONSTRUCTION PHASE SERVICES

### 5.2.1. LIST OF SERVICES FIRMS PROVIDES FOR CONSTRUCTION MANAGEMENT OR GC SERVICES

#### PRE-CONSTRUCTION - ESTABLISHING & MAINTAINING BUDGET CONTROL

As your Construction Management partner, we will be working hand in hand with the City of Zephyrhills, Furr | Wegman & Banks Architects, and their design consultants each step of the way, from pre-construction through construction, and closeout, to ensure complete budget control and containment. The pre-construction collaboration and bidding phase of your new park The Backyard will be the first, and most important phase of establishing and maintaining budget control, while achieving the overall design intent for the project. **Establishing real-time market cost analysis, procurement and schedule data will be imperative considering the volatile market conditions being faced by supply chain impacts around the globe.** Our team has taken innovative measures to perform market studies through subcontractor and vendor relationships which allow us to generate accurate market cost forecasts. This gives us the ability to rapidly provide information to facilitate timely cost related decisions and allows our owners and design team to move forward with confidence and without delay.

#### DESIGN MILESTONE COST ESTIMATING

It has been communicated to the CM Firms that Furr | Wegman & Banks Architects will be the prime design firm for your new facility. **This is great news as we have a well-established working relationship with Furr | Wegman & Banks (FWB) and are delivering projects together right now! With an anticipated CM award to occur in early October, we plan to begin our dialogue with FWB as soon as we have an intent to award letter.** We will be able to quickly analyze the design options and quickly provide real-time market cost feedback, identify long lead equipment to ensure availability and develop a plan for alternative material options, if needed. Our understanding is the Schematic Design process is currently under way and the first phase will be complete around the time of CM Contract approval. This is an ideal point for our team to jump in and start design milestone cost estimating and reporting process. At the designated design phase milestones, A.D. Morgan will provide milestone estimates and provide an updated conceptual construction schedule associated with each design update. Milestone Estimates typically will be developed at the completion of Schematic Design (SD), Design Development (DD), 50% - 70% Working Drawings, and at

the completion of Construction Documents (90%- 95% CD's) to ensure that the budget has been contained in each phase before continuing the design. Our objective is to ensure the design intent and scope is maintained at or under your budget throughout design; before going back out to the subcontractor market for final bids. If there is a budget or schedule challenge, we will work closely with the Design Team to find innovative solutions to maximize the allowable budget and streamline the schedule.

#### SYSTEMS LIFE CYCLE COST ANALYSIS

Early in the design process we carefully evaluate not only the initial cost, but also the long-term life cycle cost of a project. By thoroughly analyzing functionality, durability, availability, and maintenance costs, we offer solutions that provide the best long-term value and satisfaction to the city. This process explores possibilities and identifies the alternatives with the optimum total cost to buy, own, and operate. A life cycle cost analysis is provided to predict the break-even and payback schedule on the whole cost of a system under the same performance demands. The demands are measured based on real-time use and consumable cost records of comparable facilities and spaces, applied to each system. It is ultimately a data-driven decision process to optimize the future operating cost of your new facility and is employed during the design phase when the magnitude of the systems is determined to impact the budget goals and requirements.

#### PRE-CONSTRUCTION - CONSTRUCTIBILITY ANALYSIS

For a sports & recreation facility such as this one, we cannot take one size fits all approach to constructability review; we will customize our program specifically for the operational needs of the facility. We will perform stand-up reviews major project components such as HVAC systems and equipment, electrical and lighting systems, flooring systems, and focus our study on the areas that need to sustain the most use. Our constructability analysis will provide a study of the facility through review of the documents to identify potential problem areas that may impact achieving optimum functionality of the facility. We will evaluate level of use, durability, flexibility, and integrity for each major component to ensure we deliver the quality that meets and exceeds the programmatic needs of a facility such as this one.

#### MAXIMIZING DIRECT PURCHASE SALES TAX SAVINGS

95% of A.D. Morgan's clients are public and governmental agencies throughout Florida who utilize direct purchase sales tax savings and we are very familiar with the City of Zephyrhills direct purchase process. We will work closely with the city to ensure we maximize sales tax savings through Direct Purchase Order process. With this facility being a pre-engineered metal building, with substantial electrical and HVAC packaged, there will be a

great opportunity to maximize savings through the direct purchases of the steel building, HVAC, electrical, roofing, and even plumbing fixture packages.

## MANAGING COST ESCALATION FROM VOLATILE CURRENT MARKET CONDITIONS

Construction, particularly throughout the Central Florida region, is a dynamic marketplace where time and cost is regularly fluctuating so having real-time market information essential. This issue has only been exacerbated by with the impact of COVID-19. To manage market volatility A.D. Morgan proactively seeks out supply chain information from our trade partners, vendors, and distributors to understand the current and anticipated state of cost impact and availability, lead times for procurement. We combine this data with the information for owner supplied equipment, FFE and services to ensure continuity throughout the master schedule logic.

### 5.2.2. DEFINE VALUE ENGINEERING AND GIVE 2 EXAMPLES

#### A.D. MORGAN'S DEFINITION OF VALUE ENGINEERING "A SYSTEMATIC APPROACH TO PROVIDING ALL THE NECESSARY PROGRAMMATIC, AND SYSTEMATIC REQUIREMENTS OF A PROJECT AT THE LOWEST COST"

#### A.D. MORGANS APPROACH TO VALUE ENGINEERING

As part of our pre-construction phase services, A.D. Morgan will continually analyze and provide list of value engineering / cost reduction options on an on-going basis for the team's consideration. We will provide a comprehensive log of alternate materials, equipment, and systems along with their associated cost savings. These items will be reviewed by the entire team and those that are selected will be incorporated into the design. **It is imperative to note that our approach to value engineering does not result scope reduction!** Our process for value engineering is aimed to provide you with the entire intended design for the best value. As we develop Value Engineering concepts, we evaluate them for merit based on a specific criterion: **Quality Impact vs. Value Offered, Initial Cost Savings vs. Life-cycle Cost Benefit, Potential Design & Time Impact.**

#### EXAMPLE 1: POLK STATE COLLEGE CHAIN OF LAKES COLLEGIATE HIGH SCHOOL

Below is a recent example of a value engineering exercise we performed for Polk State College on the Chain of Lakes Collegiate High School. We identified \$985,362 (28%) of value engineering options on a total project budget of

\$3.5M. Ultimately, the Owner elected to select \$338,258 of the options. The important element to consider is that not one of the value engineering options that were suggested reduced the scale or scope of the project.

| DESCRIPTION                               | ORIGINAL COST | REDUCED COST                       | SAVINGS TO OWNER |
|-------------------------------------------|---------------|------------------------------------|------------------|
| Change Metal Roof to Single Ply           | \$182,624     | \$17,215                           | \$165,409        |
| Reduce Cleverstory by 2.5%                | \$125,580     | \$100,000                          | \$25,580         |
| Revised Ceramic Tile to VCT               | \$5,681       | \$1,817                            | \$4,064          |
| Revised Linoleum to VCT                   | \$12,575      | \$2,025                            | \$10,550         |
| Paint Wainscot ILO Tile Walls             | \$11,250      | \$3,000                            | \$8,250          |
| Use CPWC / PER ILO Electronics            | \$83,505      | \$73,260                           | \$10,245         |
| Use Std. Flush Valves ILO Electronics     | \$11,200      | \$8,200                            | \$3,000          |
| Use Alternative Bldg. Control Systems     | \$214,700     | \$145,000                          | \$69,700         |
| Eliminate Rakeways / Use Trays            | \$27,800      | \$18,732                           | \$9,158          |
| Use Std. Lighting ILO LED Lighting        | \$78,760      | \$53,860                           | \$25,000         |
| Use Occupancy Sensors ILO OLS             | \$48,950      | \$48,955                           | \$19,995         |
| Change Auto Doors to Manual Doors         | \$23,450      | \$13,650                           | \$9,800          |
| Use Solar Film ILO Tinted Glazing         | \$94,500      | \$27,000                           | \$11,500         |
| Use ACT Ceiling ILO Drywall - Dining Area | \$7,200       | \$4,988                            | \$2,212          |
| Modify Drywall Details / Light Covers     | \$20,100      | \$11,600                           | \$8,500          |
| Reduced VAV Terminals from 22 to 10       | \$13,200      | \$6,000                            | \$7,200          |
| Revised DMV Piping to non-Chem Rated      | \$32,000      | \$23,000                           | \$9,000          |
| <b>TOTAL VE IDENTIFIED \$985,362</b>      |               | <b>TOTAL VE SELECTED \$338,258</b> |                  |

#### EXAMPLE 2: TYRONE MIDDLE SCHOOL

We have chosen Tyrone Middle School to provide an example of how we develop solutions to help achieve the projects budget and preserve the entire design intent. Early in the design phase we discovered the project was budget challenged. We immediately began investigating options to optimize specific scope items to bring the project within an acceptable budget while maintaining the original design intent. One of the many cost savings considerations presented by our team during the schematic design phase was the consideration of combining three proposed new single-story classroom buildings into a single large, two-story classroom building. This option-maintained Rowe Architects original design intent of connecting the two campuses through what is known as the "Scholar Street" concept and reduced the estimated cost of construction by more than 7%! Additionally, through a collective team effort at the design development phase, we were able to develop ninety-eight (98) value engineering options worth nearly \$2.3 million of savings, of which \$732K were accepted all while preserving the original design intent for Tyrone Middle School's major renovation.




**WWW**

**SCAN THE QR CODE OR VISIT...**  
[tinyurl.com/39cmcsr5](https://tinyurl.com/39cmcsr5)  
 for a job-site tour with  
 Super David Schmitt at  
 Tyrone Middle School Renovation

### 5.2.3. – DESCRIBE THE PROCESS TO BE USED TO OBTAIN A GUARANTEED MAX PRICE AND FOR PROVIDING BONDING FOR THE PROJECT

#### ASSEMBLING THE MOST QUALIFIED TEAM OF SUBCONTRACTORS

We place a tremendous emphasis on curating a list of highly qualified subcontractors whose expertise fits the scope requirements of the project well in advance of bid day. As a regional Educational Construction Leader, we are regularly able to develop 5-6 qualified subcontractors for each of the major trades for our educational projects. This ensures the most competitive bidding environment ultimately driving best value for the project upon final GMP. A critical element to our success in developing our database of qualified subcontractors is our on-going engagement program known as, 'Opportunity Knocks Today'. Through this program we engage with the local and W/MBE subcontractor market at a project specific level to inform them early and often of the upcoming bidding opportunity. In fact, our virtual 'Opportunity Knocks Today' subcontractor outreach program has proven to be very successful, despite being restricted from physical gatherings due to COVID-19. **Our most recent virtual outreach event for Bartow Sr. High School (a project with FWB) yielded excellent results with 63 participating subcontractor firms. Upon bid day we received over 150 bids, 21 of which were from M/WBE firms and the final GMP resulted in 56% local subcontractor participation and 26.8% M/WBE subcontract participation.**

#### EFFECTIVE BID PACKAGE ADMINISTRATION & GMP DEVELOPMENT

Developing detailed bid packages with finely developed scopes of work is a critical element to assembling a watertight final GMP. Our Pre-Construction and Construction team initiates this process by thoroughly reviewing the construction drawings and specifications to assess any clarifications needed prior to issuing bid packages. Once the documents have been thoroughly vetted for the desired scope, we then perform an in-house take-off using a sophisticated bidding software known as On-Screen Take Of. This software allows us to quantify all materials, methods and labor associated with pricing the project. From this take-off we are then able to individualize the data and incorporate it in each trade subcontractor bid-package. Our comprehensive bid-packages provide our pre-qualified subcontractors, vendors, and tradesmen with a descriptive narrative of

the specific scopes, schedule, site logistics, City Direct Purchase Sales Tax Savings requirements, and the quality control requirements to achieve the finished product. This process enables us to verify that our subcontractors have included all aspects of the scope in their proposals and eliminates scope gaps and scope overlaps. As mentioned previously, our bid packages include the project master schedule and contract agreement documents. Our process requires each respective bidder to acknowledge and agree to the project schedule as well as the contract terms for which they will operate under. **This eliminates opportunities for non-conformance to the schedule and expedites the contracting process once a subcontractor is determined to be successful.** Our process also includes Pre-bid conferences with each trade where we review in detail: scope, project logistics, schedule, plans and specifications, quality control and safety procedures and contract documents. Once we've collectively determined the successful subcontractors, the final guaranteed maximum price (GMP) will be developed and prepared for submission to the city. The GMP submittal includes copies of all the subcontractor bids, the bid tabulations, a statement of the project scope, a listing of the contract documents by reference and date and finally, a detailed cost proposal by division. Additionally notes, exceptions, alternates and unit prices are included as they apply.

#### BONDING

99% of A.D. Morgan's projects are for municipal, and or government agencies which require A Rated bonding. A.D. Morgan has a single project bonding capacity of \$80,000,000 and an aggregate bonding program of \$120,000,000 with a current available bonding capacity of \$65,000,000.

#### SUBCONTRACTOR BONDING

As a corporate practice, A.D. Morgan bonds all major subcontractors on a project at the level, and at the requirement of the client. We believe this protocol improves the level of accountability and quality of subcontractors and provides additional assurance the project receives the level of attention required from subcontractors.



## 5.3 – PLAN CONSTRUCTION PHASE

### 5.3.1. – COST MANAGEMENT PLAN

As described in section 5.2, the cost management and cost containment processes are established and managed throughout preconstruction phase and is carefully refined through our systematic preconstruction process up to when we establish the final Guaranteed Maximum Price (GMP). Once we arrive at our approved GMP, the budget is locked in, and **we transition into the construction phase** where our construction phase team utilizes A.D. Morgan's **systematic construction phase cost management processes. It is important to emphasize, the cost of the project WILL NOT exceed the value of the approved GMP, unless the City requests additional scopes of work that exceed your owner contingency.**

#### FREQUENT CONSTRUCTION PHASE FINANCIAL FORECASTING

Frequency is critical to accuracy, which is why our project management teams take a proactive approach to cost management and tracking throughout the course of construction. On a monthly basis, the project management team updates the 'anticipated cost report' which is a statement of the current and anticipated financial position of the project as related to the cost of construction. It includes costs committed to date on a trade-by-trade basis and those anticipated to complete the project. The report also contains the trade-by-trade cost of the approved budget so that a comparison can be made, to highlight any variance from the approved budget. It provides for timely administration of the trade contracts and efficient management of the project costs. The anticipated cost report also indicates the amounts paid-to-date to each trade contractor allowing us to monitor the "financial health" of the entire project.

### 5.3.2 – DESCRIBE CHANGE MANAGEMENT PLAN

#### MANAGING CHANGE REQUESTS

We constantly strive to eliminate unnecessary or unjustified change order costs. During construction, our integrated construction effort allows us to more seamlessly solve potential issues to avoid change orders. At the weekly Owner, Architect, Contractor (O.A.C.) meetings, budgetary issues will be discussed to ensure that the project budget remains intact. A.D. Morgan will track the costs associated with any additional scope that may be added by the City, and our team will update the budget whenever there is an owner requested change to

not miss any charges that will cause issues as the project progresses.

In the case that a change order request is tendered by a subcontractor, we first evaluate it for validity and make efforts to mitigate / resolve the request. If the request has validity; we then investigate the material and labor costs (both rate and hours). We finally verify the overhead and profit costs to be aligned with the limits of the contract and discuss the claim with the City for review and approval. We include a written statement from our Project Manager to explain the request, which offers the reasoning for its consideration. Our portfolio of repeat clients reflects our genuine commitment to protecting our partners' financial interests.

### 5.3.3. – PROCUREMENT PLAN

In today's current market environment, developing a project specific strategic procurement plan is more important than ever! With pre-engineered metal building systems with 6–8-month lead times, Poly-Iso roofing insulation and roof fasteners with 12-month lead times, it is imperative we identify the major systems for the new facility in the earliest phases of design. To maximize cost efficiency, and continuity of schedule we will also look to evaluate all possibilities for an early release GMP package for long lead elements of the project such as the pre-engineered building structure, and roofing materials. This will allow us to begin the procurement cycle while we are concurrently completing the design and final GMP development phase.

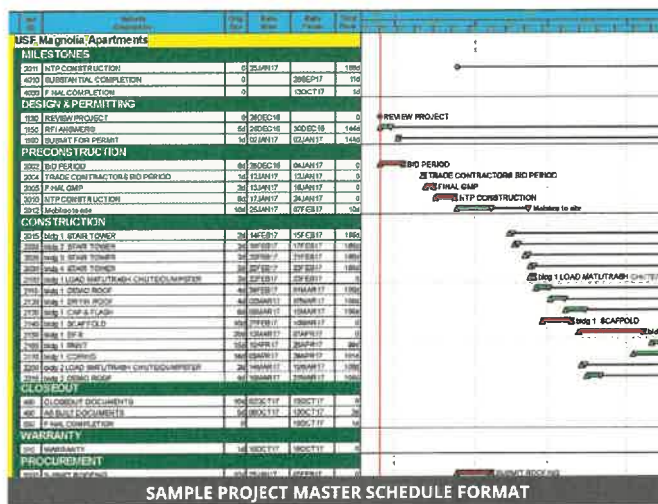
### 5.3.4. – SCHEDULE MANAGEMENT PLAN

#### A.D. MORGAN SCHEDULING TECHNOLOGY & METHODOLOGY

At A.D. Morgan, we utilize Oracle's Primavera P6 scheduling software as our project master scheduling tool. This powerful tool allows our team to take control of the project beginning in the design and preconstruction phase and guide it to a successful finish when we hand you the keys. The Critical Path Method (CPM) is used with the support of Primavera P6 Software to generate a comprehensive task matrix of priorities, assign dependent activities and responsibilities. This flexible and accurate system allows for quick adjustments to handle any scheduling challenge that may surface.

Our comprehensive CPM scheduling methodology includes work breakdown structures which provide us the ability to sort and subnetwork by Area of the project,

design phase activities, procurement activities, Trade activities by company, and Section. Beginning in the pre-construction phase, our Teams identify long-lead and prefabrication production durations for materials, equipment, and components. Specialized systems, materials and project elements are tracked by our management and pre-construction staff daily, so we can provide extremely accurate projected durations for off-site production and delivery activities. We then organize the CPM into workflow schedules to be used and tracked during the following periods of every project.



### SETTING THE SCHEDULE FOR CONSTRUCTION

Once the Guaranteed Maximum Price (GMP) is established, the master schedule is set as the benchmark for the remainder of the project. Our schedule works as the detailed plan for construction and includes every pre-construction and construction activity including, procurement, shop drawings, inspections, and closeout activities. Milestone dates are also highlighted for user convenience. We regularly communicate milestone dates to the entire team to make sure that the project is tracking as planned. The master schedule is updated a minimum of twice a month; unless it is determined more frequent updates are needed.

### THREE WEEK LOOKAHEAD

Throughout the construction phase our project team utilizes short interval scheduling methodology to ensure communication and accountability. This is done through use of a project specific three-week look ahead schedule. The three-week lookahead ensures all subcontractors are proactively planning, communicating, coordinating, and accurately determining manpower requirements, material deliveries, resource requirements on a daily and weekly basis. The three-week lookahead also serves as a powerful communication and planning tool to coordinate construction activities around on-going campus activities.

## 5.3.5 – SUBCONTRACTOR MANAGEMENT PLAN

As mentioned previously, at the subcontractor bidding phase, every subcontractor is required to acknowledge and agree that they will sign A.D. Morgan's master contract agreement if awarded. Within our master contract agreement, all contract document procedures, project accounting procedures, and dispute resolution terms are defined, and the subcontractors are required to agree to our contract terms.

## 5.3.6 – CLOSEOUT MANAGEMENT PLAN

The final phase of the project includes completion of construction, the training of the Owner's facility's staff, and the turn-over of the as-built documents, warranties, project photos, and records as outlined in the contract documents and as per the guidelines of the city's facilities department and staff.

The compilation and submittal of the close out documents are done very efficiently. We begin the collection of these documents during the construction phase as each subcontractor mobilizes to the site. Final warranty documents are requested as the date of substantial completion is set. The information is submitted in both hard copy and CD.

The building stock material is collected and stored during the life of the project as well as at the end of the job, marked and turned over to Facilities for storage in the area designated for this project and we are prepared to assist in moving these materials as requested. A.D. Morgan - Facility Services will provide a comprehensive Assessment Report of all Site-Fixed-Operating Systems to be used as the baseline to manage the Facility and extend its expected useful lifespan.

The final pay-request, final lien waivers and other financial documents are compiled, bound, and submitted for review and approval.

AD Morgan proudly stands behind our one-year warranty period. Additionally, based on our commitment to building and sustaining long-standing relationship with our clients, we remain prepared to assist with any issue that may arise beyond the one-year term. **As a result of our commitment to client service excellence, we are proud to say that 93% of our business comes from repeat clients, like the City of Zephyrhills!**

### 5.3.7 – QUALITY ASSURANCE PLAN

#### QUALITY CONTROL & QUALITY ASSURANCE

One of the most critical elements to an effective Construction Management project delivery is the implementation and enforcement of a project specific quality control program during construction. This is to ensure the work is done right the first time, every-time; eliminating costly rework and maintaining the schedule. To accomplish this, we bring forward the quality control review established in the design phase and implements a detailed project specific quality control program with each trade to guarantee the highest levels of craftsmanship. The A.D. Morgan project specific quality control employs the Initial QC Process and the Follow-up QC Process and is managed by the Project Superintendent and our Quality Control Manager, Vanna Lanh.

**The Initial QC Process** is performed at the beginning of each definable feature of work. This process involves systematic steps which includes reviewing of the detailed plan for installation prior to installation, define the required result per contract documents and inspection requirements, inspect the preliminary work for conformance, document and log the installation.

**The Follow-up QC Process** is to perform daily checks to assure continued compliance with workmanship established at the Initial QC process, including assurance of continuous compliance with contract drawings and specifications and daily control testing. All quality inspection logs are tracked in PROCORE, this way at the end of the project you have a complete record of the QC through the project.

#### FIELD MOCK-UPS

When appropriate, we require certain trades subcontractors to develop mock-ups prior to beginning installation. This process benchmarks the quality expectation for a definable feature of work and establishes accountability amongst the trades before the work begins.



#### REJECTION OF NON-CONFORMING WORK

Any work that is found to be non-conforming will be promptly rejected. Our subcontract requires that corrective action be taken within 24 hours of notification of rejection.

### 5.3.8 – MOLD PREVENTION PLAN

A.D. Morgan will employ our Quality Control Manager, Vanna Lanh - Certified Mold Remediation Expert to ensure the highest level of testing and quality is delivered.

## 5.4 – SAFETY

### 5.4.1 – DESCRIBE YOUR SAFETY PLAN

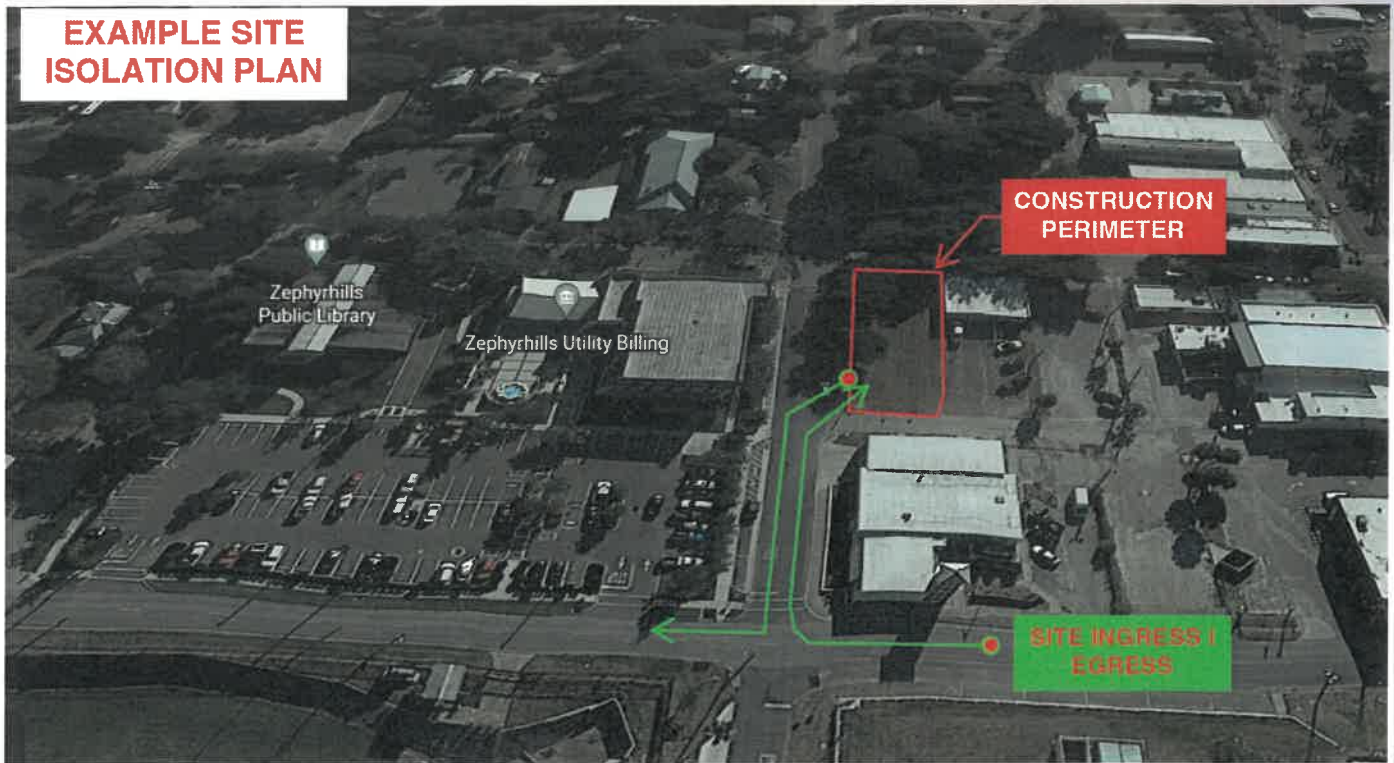
Risk is inherent throughout the course of any construction project. Therefore, the primary focus above all else is **SAFETY**. The safety of your staff as well as the safety of our construction personnel. The good news, we do this every day! A.D. Morgan has successfully been delivering complex construction projects for 33-years and has had an almost flawless safety record. We OWN this responsibility and ensure nothing short of perfection. This commitment is reflected by our A+ EMR Rating of .77. Our substantiated reputation for delivering complex projects in a safe, organized manner provides our clients with the confidence to entrust our team with the wellbeing of everyone that steps foot on to our jobsite.

For your new park The Backyard project, A.D. Morgan's Executive leadership Staff and Project Team will ensure the implementation of a project specific safety plan, phasing plan, and site management plan that ensures safety.

#### EFFECTIVE CONSTRUCTION LOGISTICS & SITE UTILIZATION

During the pre-construction phase the team will develop a clear and concise graphic site utilization plan defining all project logistics that outlines the intended use of the site during each phase of the project. This site logistics and phasing plan will consider the existing operational conditions, accommodations for traffic, construction mobilization activities, site logistics, sequence of work, approved site access routes, site safety measures, equipment locations and storage. This is a powerful means of communication and conveys the project plan with project stakeholders that is easily adjusted to accommodate the needs of the building occupants. As an example, we've created a conceptual site logistics graphic to depict what a site logistics plan could look like for the new park The Backyard project:

## EXAMPLE SITE ISOLATION PLAN



### PROJECT SAFETY ORIENTATION

Our project Safety Manager, Vanna Lanh, and On-Site Superintendent, will be facilitating project specific safety orientation training sessions for all subcontractors prior to commencing work on your project to ensure our safety specifications are upheld by all subcontractors, without exception.

### SPECIFIC JOBSITE HAZARD ANALYSIS

Before any subcontractor mobilizes to the site, our Project Teams will have vetted each trade specific activity for potential hazard / risk. Our project teams review each Job Safety Analysis with Safety Director Vanna Lanh and review it for existing condition hazards, activity hazards etc. and create a prevention and management plan for each hazardous task.

### WEEKLY TOOLBOX TALKS

To keep safety at the forefront of everyone's mind on the jobsite, our Superintendents hold weekly toolbox talks with all construction staff and subcontractors onsite. Subcontractors are graded weekly by A.D. Morgan on their safety compliance, and this is reported here.

### MOCK OSHA SITE SAFETY AUDITS

Project Safety Director, Vanna Lang conducts unannounced safety inspections to audit and guarantee the conditions of all jobsites to surpass the OSHA standard.



## 5.5. STATEMENT OF WHY YOUR FIRM **SHOULD BE SELECTED**

### WHY **A.D. MORGAN?**

There are numerous qualified construction management firms who can certainly build your new “Back Yard” project successfully. However, what we do know for certain, is there is not another firm who can bring the same level of knowledge of your site, your processes and procedures and that will have the same successful track record with Furr, Wegman and Banks. A.D. Morgan has the relationships required to ensure a seamless, collaborative delivery that will most assuredly achieve your vision for this project for the best value.

A.D. Morgan has had and has the great privilege of serving the City of Zephyrhills on multiple successful projects including your public library, and your new City Hall and currently, your new SVB Indoor Tennis Facility. Additionally, we will be providing you with many of the same team members who delivered or are working on these projects, including John Kalaf, Matt D’Amaddio, Jeremy Warner and Frank Rebecky.

In today’s challenging market, the value of team chemistry and its ability to encourage collaboration cannot be overlooked. While any firm will be able to construct this project, there aren’t many that can jump in the driver seat and hit the ground running and will work tirelessly to ensure the City of Zephyrhills receives the best project for the best value.



**A.D. Morgan brings a tremendous existing relationship with Furr, Wegman & Banks, and specifically with Aaron Banks. In our firm’s history, we have delivered over 10 very successful projects together and we are currently working on three right now! As firms, we know how to work as a team and can ensure a seamless collaborative effort every step of the way.**



## 5.6. APPROACH TO PROJECTS AND ABILITY

### 5.6.1. – INDICATE IF SERVICES FROM SECTION 2 WILL BE PROVIDED BY APPLICANT OR SUB.

As your construction manager at risk, A.D. Morgan will be operating on the behalf of the City of Zephyrhills, protecting the City's interests every step of the way. **As such, A.D. Morgan will directly be performing all the required services as outlined in section 2 of the RFQ, for the management of the construction of your new park The Backyard. As mentioned previously, A.D. Morgan is bringing to the City an outstanding relationship with Furr, Wegman & Banks which means we will be able to seamlessly integrate and collaborate as effective team players!**

**As a true, 33-year-old construction management and general contractor, A.D. Morgan will be developing subcontractor agreements to furnish the direct labor, material, systems, sitework, and finish requirements to provide the city with a new park.**

### 5.6.2 – DESCRIBE SPECIFIC ABILITIES OF THE FIRM

The A.D. Morgan Corporation has been providing Construction Management at Risk, Design-Build and General Contracting services throughout Florida for 33 years. A privately owned and operated construction firm, A.D. Morgan has been recognized as a one of the top Florida based builders of municipal, governmental, civic, commercial, educational and public safety facilities. **We have forged our reputation on our commitment to delivering the highest level of service to our clients established by communication, collaboration, and trust.**

While we provide a wide range of construction and facilities services designed to maximize value – from initial building studies right up handing you the keys – you are always our focus. Our true open book, partnership approach has resulted in measured growth and long-standing customer relationships; **we are proud to say 93% of our business comes from repeat customers, like the City of Zephyrhills**

### SUCCESSFUL CITY OF ZEPHYRHILLS PROJECTS (ABOVE)



ZEPHYRHILLS PUBLIC LIBRARY - December 2014



ZEPHYRHILLS CITY HALL - December 2018

### A.D. MORGAN'S SIMPLE PHILOSOPHY

A.D. Morgan was founded and has flourished on a single, simple mission, 'We are built on our commitment to deliver excellence, we strive not to be the largest organization in the industry... Simply the very best'. A.D. Morgan delivers with a client centric, collaborative, team focused approach. Our process is built around the vision, needs, and wants of our owners, and end users for any project. We collaborate with the architect, design consultants, and subcontractors to bring that vision to life. This interactive approach ensures the highest quality finished product, with a critical focus on protecting our owners' best interest, every step of the way.

### A CONSTRUCTION MANAGEMENT FIRM WITH UNIQUE EXPERTISE

At A.D. Morgan, we recognize that we are only as good as the people that make up our company. Our history of success is a result of the expertise of our highly qualified management and technical staff who are well exercised in the delivery of construction management project for public agency facilities. Additionally, A.D. Morgan actively grows, develops, and hires the best the in our industry. Our team of experienced professionals bring a depth of credentials and qualifications that allow our firm to provide the exceptional level of service to our clients which include:

- Certified Class "A" General Contractor License Holders
- Trained Architect / Civil Engineer
- Licensed Electrician
- Universal HVAC Certification
- Green Globe Professionals
- LEED Accredited Professionals
- OSHA "500" Instructor
- Uniform Building Code Inspector (UBCI)
- Registered Rooftop Observer
- Certified Mold Remediation Expert
- Qualified Stormwater Management Inspector
- Indoor Air Quality Expert
- Southern Building Code Congress International Inspector (SBCCI)
- Green Advantage Environmental Certification
- Doctorate Degree in Facilities Management
- Master of Business Administration

### 5.6.3. INCLUDE INNOVATIVE APPROACHES

As a local construction management industry leader, we never rest on our laurels, we are always looking for innovative ways to improve the level of service we provide our clients. With the rapid advancement of technology within our industry, we offer our clients the most recent technologies that are in place to enhance the level of quality, schedule certainty, and cost efficiency which include programs such as:

Throughout the course of the project, regular project communications will flow through your on-site project team, primarily the Project Manager. The PM and the project team will be utilizing Procore to administer the project, team resources, and financials on an open, easy-to-use platform, that is designed to support large scale construction projects, and how communication happens. The measurable benefits to the City of Zephyrhills and the project team are:



**PROCORE**  
CLOUD-BASED CONSTRUCTION SOFTWARE

#### CONTROL – It Will:

- Allow our team to have total control over the life cycle of your project with actionable insights into the project's status and financials.
- Allow our project team and key stakeholders the ability to access precisely what was built, from any device.
- Increase collaboration and accountability between our team, Design Team and the various City of Zephyrhills Departments involved.
- Track cost updates and project statuses in real-time,

giving City of Zephyrhills total, real-time transparency of the process.

#### UNIFY – It Will:

- Allow our team to enforce City of Zephyrhills standards, both at our team level, and at the design consultant and subcontracting levels.
- Establish a scalable and centralized workflow across all phases of the pre-construction and construction processes.
- Allow us to collect the same information from all project vendors in a centralized way, that can be easily accessed by our team, and City of Zephyrhills stakeholders, as may be desired.
- Provide centralized reporting for budget and change order information, which will allow us to meet City of Zephyrhills policies and procedures relating to these items, in a faster, more efficient way.
- Allow us to manage a consistent close-out, inspection, and punch process.
- Allow us to maintain consistent document management hierarchies throughout the entire process.

#### SAFEGUARD – It will:

- Allow our project team to stay ahead of risk, by protecting the entire project team – our team and Polk State College – against surprise costs or schedule delays.
- Facilitate an internal verification and approval workflow for any cost or change order – ensuring seamless adherence to City of Zephyrhills Design & Construction Department policies and procedures and expediting the processing of such request.
- Provide real-time budget and project cost information.
- Eliminate rework and speed up the close-out process.
- Capture a full audit trail and see who did what, when.

#### PRECISION QUANTITIES & COST ESTIMATING – ON-CENTER ESTIMATING SOFTWARE

Our pre-construction team will be working diligently to provide real-time cost, schedule, and constructability

We utilize Oracle's Primavera P6 scheduling software as our project master scheduling tool. This powerful tool allows our project team to take control by developing a detailed master project schedule. The Critical Path Method (CPM) is used with the support of Primavera P6 to generate a comprehensive task matrix.

| L077 Magnolia Apartments       |                                         | Start | End       | Task       | Duration |
|--------------------------------|-----------------------------------------|-------|-----------|------------|----------|
| <b>MILESTONES</b>              |                                         |       |           |            |          |
| 2011                           | HTP CONSTRUCTION                        | 0     | 25 JAN 17 | 25B        |          |
| 4202                           | FOUNDATION COMPLETION                   | 0     | 18 MAY 17 | 18B        |          |
| 4203                           | FINAL COMPLETION                        | 0     | 13 OCT 17 | 13B        |          |
| <b>DESIGN &amp; PERMITTING</b> |                                         |       |           |            |          |
| 1100                           | REVIEW/REQUEST                          | 0     | 28 OCT 18 | 10         |          |
| 1500                           | RFI ANSWERS                             | 0     | 26 DEC 18 | 2000M      |          |
| 1600                           | SUBMIT FOR PERMIT                       | 16    | 12 JAN 17 | 12 JAN 17  | 144B     |
| <b>PRECONSTRUCTION</b>         |                                         |       |           |            |          |
| 2000                           | RFI PERIOD                              | 0     | 20 OCT 18 | 2000M      |          |
| 2300                           | TRADE CONTRACTORS BID PERIOD            | 16    | 12 JAN 17 | 12 JAN 17  | 144B     |
| 3200                           | FINAL GMP                               | 20    | 13 MAY 17 | 13 MAY 17  | 144B     |
| 3200                           | HTP CONSTRUCTION                        | 0     | 13 JAN 17 | 13 JAN 17  | 144B     |
| 3200                           | Unlabeled task                          | 104   | 24 JAN 17 | 076 68B7   | 104B     |
| <b>CONSTRUCTION</b>            |                                         |       |           |            |          |
| 2002                           | CHG 1 SEAR TOWER                        | 30    | 1F CHG 1  | 125 CHG 1  | 100B     |
| 2002                           | CHG 2 SEAR TOWER                        | 35    | 1F CHG 2  | 125 CHG 2  | 100B     |
| 2004                           | CHG 3 SEAR TOWER                        | 20    | 2F CHG 3  | 219 CHG 3  | 100B     |
| 2000                           | CHG 1 SEAR TOWER                        | 20    | 2F CHG 1  | 205 CHG 1  | 100B     |
| 2100                           | CHG 1 LOAD MATERIAL/ TRASH CHUTE/NUMBER | 35    | 22 CHG 1  | 226 CHG 1  | 100B     |
| 2100                           | CHG 1 DOCK ROOF                         | 46    | 24 CHG 1  | 014 MAR 17 | 100B     |
| 2100                           | CHG 1 DETAIL ROOF                       | 67    | 17 MAR 17 | 074 MAR 17 | 100B     |
| 2100                           | CHG 1 CORN FLASH                        | 66    | 18 MAR 17 | 014 MAR 17 | 100B     |
| 2104                           | CHG 1 SCAF FOLD                         | 106   | 27F CHG 1 | 00 MAR 17  | 0        |
| 2100                           | CHG 1 BRG                               | 106   | 13 MAR 17 | 074 APR 17 | 0        |
| 2100                           | CHG 1 PANEL                             | 156   | 04 APR 17 | 26 APR 17  | 80B      |
| 2100                           | CHG 1 CORING                            | 166   | 04 APR 17 | 26 APR 17  | 80B      |
| 2200                           | CHG 1 LOAD MATERIAL/ TRASH CHUTE/NUMBER | 20    | 14 MAR 17 | 10 MAR 17  | 100B     |
| 2200                           | CHG 1 DOCK ROOF                         | 40    | 16 MAR 17 | 21 MAR 17  | 100B     |
| <b>CLOSEOUT</b>                |                                         |       |           |            |          |
| 480                            | CLOSEOUT DOCUMENTS                      | 104   | 03 OCT 17 | 03 OCT 17  | 10B      |
| 480                            | AS-BUILT DOCUMENTS                      | 106   | 09 OCT 17 | 13 OCT 17  | 30B      |
| 490                            | FINAL COMPLETION                        | 10    | 0         | 13 OCT 17  | 10B      |
| <b>WARRANTY</b>                |                                         |       |           |            |          |
| 510                            | Warranty                                | 104   | 08 OCT 17 | 13 OCT 17  | 10B      |
| <b>PROCUREMENT</b>             |                                         |       |           |            |          |
| 0001                           | ELABORATION                             | 100   | 25 MAR 17 | 072 APR 17 | 100B     |

**Primavera P6 integrates with our Project Management program, PROCORE.** This powerful integration tool creates a real-time schedule and planning environment for which our project teams can most effectively communicate and update the projects master schedule. It allows various levels of project forecasting which empowers our teams to most effectively communicate scheduling and manpower requirements with subcontractors. It also allows for complete schedule transparency in real-time for owners and stakeholder review.



## 360 DEGREE PHOTO AS-BUILT DOCUMENTATION

After construction is complete, it is critically important for your facilities management staff to have access to clear, accurate, as-built information to ensure they are operating efficiently and effectively, with accurate data. Our 360-degree as-built documentation process allows us to GPS tag the construction plans with 360-degree progress imagery throughout the course of construction capturing all concealed rough in conditions as well as systems routing. This allows your teams to access this information as they maintain the facility moving into the future. This technology also acts as an effective progress tracking tool for all project stakeholders who may not be onsite every day.



## BUILDING INFORMATION MODELING (BIM) CONSTRUCTION DOCUMENT COORDINATION

As the Design Team works to finish Construction Document detailing required for permitting, bidding and construction, the A.D. Morgan project team will complete coordination reviews to ensure conflicts are identified and eliminated. Our ability to leverage Building Information Modeling (BIM) software and cloud storage ensures that all members of the team are working on the same three-dimensional model in real time and is very effective for coordination with AD Morgan and their subcontractors, particularly the MEP trades.

#### 5.6.4 – QUALITY CONTROL AND QUALITY ASSURANCE PROGRAM

**PLEASE REFER TO OUR QA/QC PROGRAM AS  
DESCRIBED IN 5.3.7**

## 5.6.5 – TIMELINE: PROVIDE A 1 PAGE TIMELINE ON ALL SERVICES TO BE PROVIDED

THE BACKYARD CONCEPTUAL PROJECT TIMELINE

| ACTIVITY                     | DURATION (WORK DAYS) | START    | FINISH   |
|------------------------------|----------------------|----------|----------|
| SCHEMATIC DESIGN             | 25                   | 10/1/22  | 10/26/22 |
| SCHEMATIC ESTIMATE           | 10                   | 10/26/22 | 11/5/22  |
| DESIGN DEVELOPMENT           | 45                   | 11/5/22  | 12/15/22 |
| DD ESTIMATE                  | 15                   | 12/15/22 | 12/30/22 |
| DD - EARLY EQUIPMENT PACKAGE | 15                   | 11/5/22  | 11/20/22 |
| LONG LEAD EQUIPMENT GMP 1    | 20                   | 11/20/22 | 12/10/22 |
| RELEASE GMP 1 EQUIPMENT      | 12                   | 12/10/22 | 12/22/22 |
| CD'S                         | 35                   | 12/15/22 | 1/19/23  |
| GMP 2 - FINAL                | 25                   | 1/19/23  | 2/13/23  |
| CITY COUNCIL APPROVAL        | 10                   | 2/13/23  | 2/23/23  |
| NTP                          | 5                    | 2/23/23  | 2/28/23  |
| CONSTRUCTION                 | 185                  | 2/28/23  | 9/1/23   |

## 5.7 – ABILITY OF PERSONNEL

REFER TO 5.1.2-5.1.4 FOR RESUMES

## 5.7.2 – SUBMIT ORGANIZATIONAL CHART DELINEATING KEY PERSONNEL.

REFER TO 5.1.2-5.1.4 FOR ORGANIZATIONAL CHART

## 5.8 SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS

### GT BRAY PARK

Bradenton, FL



#### Project Scope:

Construction of a new baseball and softball concession buildings, including dugout replacement and sports lighting. This project also includes new backstops for baseball and softball fields.

#### Role of Contractor

CM @ Risk

#### Owner's Representative

Manatee County Government  
Al Meronek  
(941) 748-4501

#### Project Size

Various

#### Cost

Original GMP: \$2,200,324  
Final Cost: \$2,200,324

#### Completion Date

March 2021

#### Architect

Manatee County Government

#### Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Jeremy



Vanna



Matt



## POLK STATE COLLEGE: CENTER FOR PUBLIC SAFETY

Winter Haven, FL



### Project Scope:

The new \$24M Safety Training Facility was built on a 10-acre green-field site located adjacent to the Polk County Sheriff Operations Center and Medical Examiner's office. The building is home to Polk State College's programs and the Polk County Sheriff's Office for: Criminal Justice, Emergency Medical Services, Fire Science Technology. In addition, the new facility is home to the Polk State Kenneth C. Thompson Institute for Public Safety, a regional training academy for both new recruits and working law enforcement officers. The 104,000 sq. ft. building consisted of a tilt wall structure complete with classrooms, forensic labs, EMT training spaces, administration spaces, tactical training areas and an auditorium. A state of the art Immersive Training Building for SWAT training was built adjacent to the main building. Extreme precautions were taken during the site development phase to protect the 911 communication line that serves the Sheriff's Operation Center as it ran directly through the site.

### Your Proposed Team Members involved on this project:



### Firms Responsibility

CM @ Risk

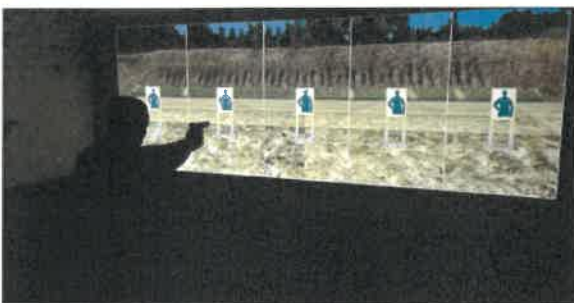
**Owner's Representative**  
Polk State College  
Robbie Manikis  
(863) 669-2930

**Project Size**  
104,000 Sq. Ft.

**Cost**  
Original GMP: \$23,996,446  
Final Cost: \$23,996,446

**Completion Date**  
January, 2016

**Project's Designer**  
Furr & Wegman Architects, PA  
Phil Wegman, Architect  
(863) 668-1211



## POLK STATE COLLEGE - ROPES COURSE

### Winter Haven, FL



#### Project Scope:

Two-story, 16-obstacle course is certified by the Association for Challenge Course Technology and will be used as part of a future national leadership development innovation academy for law enforcement and corrections professionals.

#### Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna

#### Delivery Method

CM @ Risk

#### Owner's Representative

Polk State College  
Robbie Manikis  
(863) 669-2930

#### Project Size

Two-story, 16-obstacle

#### Cost

Original GMP: \$274,027  
Final Cost: \$274,027

#### Completion Date

May 2017

#### Project's Architect

Furr & Wegman Architects, PA  
Phil Wegman, Architect  
(863) 668-1211



CITY OF ZEPHYRHILLS CITY HALL  
Zephyrhills, FL



**Project Scope:**

Zephyrhills City Hall is a new two story building located in downtown Zephyrhills directly adjacent to the A.D. Morgan built Zephyrhills Public Library. The new building will be home to the Cities departments such as Administration, Finance, Human Resources, Building Department, City Planning and Utilities Department. The chosen site was on the existing City Hall building lot and in effort to minimize disruption to the Cities departments we assisted with the relocation to a temporary Annex for support during construction. The project required the relocation of the primary electrical service and a complete redesign of the existing storm water system. The sitework package including an underground storm water collection vault, paved parking with LED lot lighting. The new building consisted of a CMU and structural steel with a composite metal deck for the second floor. The exterior façade is complete with intricate stone and brick to create an architectural context that the city can grow from.

**Your Proposed Team Members involved on this project:**



Rebecca

John

Frank

Vanna

Matt

**Firms Responsibility**  
CM @ Risk

**Owner's Representative**  
City of Zephyrhills  
Steve Spina  
(813) 780-0011

**Project Size**  
21,430 Sq. Ft.

**Cost**  
Original GMP: \$6,500,000  
Final Cost: \$6,500,000

**Completion Date**  
December 2018

**Project Designer**  
Harvard Jolly Architects, Inc.  
Phil Trezza  
(727) 896-4611



## CITY OF ZEPHYRHILLS PUBLIC LIBRARY

Zephyrhills, FL



### Project Scope:

Construction of a new 8,463 sq. ft. public library adjacent to the existing library while remaining operational. Upon completion of the new library and occupancy by the City, we removed the existing library and constructed additional parking spaces.

### Your Proposed Team Members involved on this project:



### Firms Responsibility

CM @ Risk

### Owner's Representative

City of Zephyrhills  
Shane LeBlanc  
(813) 714-6293

### Project Size

8,463 Sq. Ft.

### Cost

Original GMP: \$2,200,000  
Final Cost: \$2,200,000

### Completion Date

December 2014

### Project's Designer

Harvard Jolly, Inc.  
Phil Trezza  
(727) 896-4611



**BARTOW SR. HIGH MASTER PLAN PHASE II**  
**Bartow, FL**



**Project Scope:**

Multi-phased campus renovation and classroom building replacement at Bartow Senior High School. Project scope includes the demolition of nine (9) outdated single story classroom buildings making space for a new two-story 110,000 sf. forty-two (42) classroom building complete with science labs, open concept collaborative learning spaces and additional administration offices. Also included are building expansions to the Medical & Fire Academy (5,500 sf.), Music & Arts (8,500 sf.) and a new Athletic Field House (10,000 sf.) and renovations to the Criminal Justice & Legal Academy (14,000 sf.). The project is phased to accommodate construction around the active campus.

**Delivery Method**  
CM @ Risk

**Owner's Representative**  
Polk County Schools  
Jody Baker  
863-534-0620 ex. 875

**Project Size**  
148,000 Sq. Ft.

**Cost**  
Phase I: \$16,556,069  
Phase II GMP: \$13,469,506  
Final Cost: TBD

**Completion Date**  
Phase I: July, 2021  
Phase II: Anticipated July 2022

**Project's Designer**  
Furr & Wegman Architects,  
Michael Furr, Architect  
(863) 688-1211

**Your Proposed Team Members involved on this project:**



## SCF: SPORTS COMPLEX & TENNIS COURTS

Bradenton, FL



### Project Scope:

The renovation of the Baseball field includes a new formal entrance a new halo, a new backstop, batters eye, new seating, drainage, and landscaping. Major additions to the softball complex included a new press box and raised grandstand. The baseball complex received new specialty items including an 80' by 40' batters eye.

Addition of six (6) new tennis courts. Extensive site development to the four (4) acre area including new parking lot, lighting, major landscaping, associated civil / site work, and a new stormwater system with installation of a master irrigation pump station fed by a new 1.2 acre pond to serve the Northwest side of the campus.

### Your Proposed Team Members involved on this project:



### Firms Responsibility

CM @ Risk

**Owner's Representative**  
State College of Florida  
Traci Steen (retired)  
(941) 752-5220

**Project Size**  
Varies

**Cost**  
Original GMP: \$2,600,000  
Final Cost: \$2,600,000

**Completion Date**  
August, 2011

**Project's Designer**  
BMK Architect, Inc.  
(Now Harvard Jolly, Inc.)  
Darrel McLain  
(727) 896-4611



## KATHLEEN MIDDLE SCHOOL RENOVATION

### Lakeland, FL



#### Project Scope:

Complete renovation to Polk County's Kathleen Middle School Building #1 that had sustained tornado damage in 2019. The circa 1927 two story masonry building containing approximately 26,530 s.f. contains administrative offices, 13 classrooms which accommodates 286 student stations and assorted support spaces. The window hung air conditioning units will be removed and replaced with a new HVAC system and the openings complete with new windows. New air handler closets will be constructed, and split system a/c systems will be installed. The renovation will also include upgraded electrical, lighting fixtures, ceilings, flooring, paint, updated interior finishes throughout, accessibility improvements and miscellaneous exterior improvements.

#### Your Proposed Team Members involved on this project:



#### Delivery Method

CM @ Risk

#### Owner's Representative

Polk County Schools  
David Connell  
863-534-0620 ex. 878

#### Project Size

26,530 Sq. Ft.

#### Cost

Original GMP: \$4,019,334  
Final Cost: \$4,019,334

#### Completion Date

Anticipated October 2021

#### Project's Designer

Furr & Wegman Architects,  
Michael Furr, Architect  
(863) 688-1211



## STATE STREET PARKING GARAGE

Sarasota, FL



### Project Scope:

This project was a result of the City planning to accommodate the parking needs of their continued growth. Located in downtown Sarasota on a former surface parking lot, the new 400 space parking structure tripled the amount of the existing parking capacity and added ground floor retail and dining venues. The structure was built within a tight site footprint between two existing buildings which required careful coordination with the city and the surrounding tenants. Maintaining the safety of the public was at the forefront of our approach. Just in time deliveries had to be scheduled in order to work within the extremely tight site limitations. The structure was cast in place concrete and included complete mechanical, electrical and plumbing systems, along with a façade that blended the structure with the cities surrounding architecture

### Your Proposed Team Members involved on this project:



Rebecca



John



Frank



Vanna

### Firms Responsibility

CM @ Risk

### Owner's Representative

City of Sarasota  
1565 First Street  
Sarasota, FL 34236  
941-954-4115

### Project Size

400 Spaces

### Cost

Original GMP: \$12,000,000  
Final Cost: \$12,000,000

### Completion Date

January 2016

### Project's Designer

Harvard Jolly, Inc.  
Ward Friszolowski  
(727) 896-4611



## 5.9 – EFFECT OF PROJECT TEAM LOCATION

The A.D. Morgan Corporation is a locally owned and operated construction management firm headquartered right across the bay, in Hillsborough County. A.D. Morgan has proudly served clients throughout Pasco County for 33 years, including the City of Zephyrhills. Our rich history of delivering projects in this region allows us to seamlessly tap into our vast network of qualified, local trade partners who are familiar with the districts process, procedures, and expectations. Clients benefit from the fact that we are truly local; with direct, convenient access to all corporate leadership, the depth of A.D. Morgan's resources and industry relationships, everything is right here, on demand. Decisions aren't being made from afar. Additionally, when you work with A.D. Morgan, you are working with a team of professionals who work, play, raise their families, support, and give back to the local community.

As a truly local partner to the City of Zephyrhills, one of our top priorities is to ensure your tax dollars are spent in the most responsible manner. To that end, we will leverage our 33-year local presence and implement our local subcontractor engagement program to maximize local and M/WBE subcontractor participation for this project.

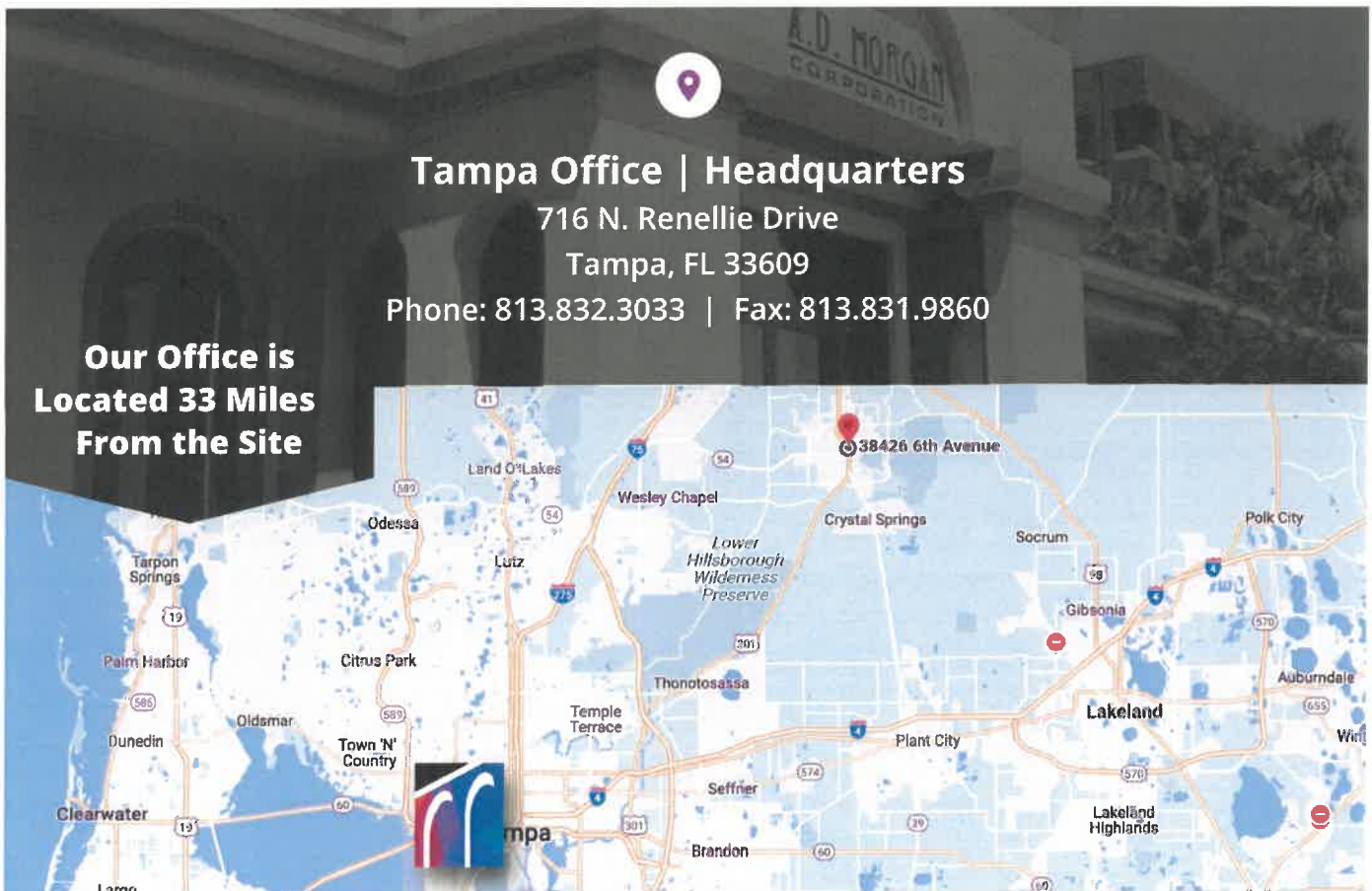
### 5.9.1. – DEFINE WHERE ELEMENTS OF WORK WILL BE PERFORMED

#### PRECONSTRUCTION PHASE SERVICES

Throughout the pre-construction phase of our services, A.D. Morgan will be working directly from our corporate headquarters in Tampa, FL. Our pre-construction team will be available and will be scheduling site visits to the site property to walk and discuss scope with subcontractors and will be entirely available for meeting with the city and design team at the location of your choosing.

#### CONSTRUCTION PHASE SERVICES

Once the construction phase commences, our onsite Project Manager and Superintendent will be working directly at the project site from the jobsite office trailer. Accounting functions will be run directly from our Tampa headquarters. The project leadership team will be regularly attending on-site meetings, likely on a weekly basis, and will be available at any point throughout the project.





# TIMELINE

## 4.3.8



# TIMELINE

| THE BACKYARD CONCEPTUAL PROJECT TIMELINE |                      |          |          |
|------------------------------------------|----------------------|----------|----------|
| ACTIVITY                                 | DURATION (WORK DAYS) | START    | FINISH   |
| SCHEMATIC DESIGN                         | 25                   | 10/1/22  | 10/26/22 |
| SCHEMATIC ESTIMATE                       | 10                   | 10/26/22 | 11/5/22  |
| DESIGN DEVELOPMENT                       | 45                   | 11/5/22  | 12/15/22 |
| DD ESTIMATE                              | 15                   | 12/15/22 | 12/30/22 |
| DD - EARLY EQUIPMENT PACKAGE             | 15                   | 11/5/22  | 11/20/22 |
| LONG LEAD EQUIPMENT GMP 1                | 20                   | 11/20/22 | 12/10/22 |
| RELEASE GMP 1 EQUIPMENT                  | 12                   | 12/10/22 | 12/22/22 |
| CD'S                                     | 35                   | 12/15/22 | 1/19/23  |
| GMP 2 - FINAL                            | 25                   | 1/19/23  | 2/13/23  |
| CITY COUNCIL APPROVAL                    | 10                   | 2/13/23  | 2/23/23  |
| NTP                                      | 5                    | 2/23/23  | 2/28/23  |
| CONSTRUCTION                             | 185                  | 2/28/23  | 9/1/23   |





# RESUMES

## 4.3.9



### 4.3.9 RESUMES

REFER TO 5.1.2-5.1.4 FOR RESUMES AND ORGANIZATIONAL CHART





# REFERENCES & LICENSES

## **4.3.10 - 4.3.11**



# REFERENCES



**Owner Name:** Manatee Co. Government  
**Project Title:** G.T Bray Park  
**Project Description:** Construction of a new baseball and softball concession buildings  
**Project Location:** Bradenton, FL  
**Completed Date:** March 2021

**Owner Name:** Al Meronek  
**Owner Address:** 1112 Manatee Avenue West Ste 803 Bradenton, FL 34205  
**Phone Number & Email:** (941) 748-4501  
**Project Amount:** \$2,200,324  
**In Budget?** Yes  
**Completed on time:** Yes



**Owner Name:** Polk State College  
**Project Title:** Center for Public Safety  
**Project Description:** 104,000 sf. higher safety educational facility.  
**Project Location:** Winter Haven, FL  
**Completed Date:** December 2015

**Owner Name:** Robbie Manikis  
**Owner Address:** 1251 Jim Keene Blvd, Jan Phyl Village, FL 33880  
**Phone Number & Email:** (863) 669-2930 | rmanikis@polk.edu  
**Project Amount:** \$23,996,446  
**In Budget?** Yes  
**Completed on time:** Yes



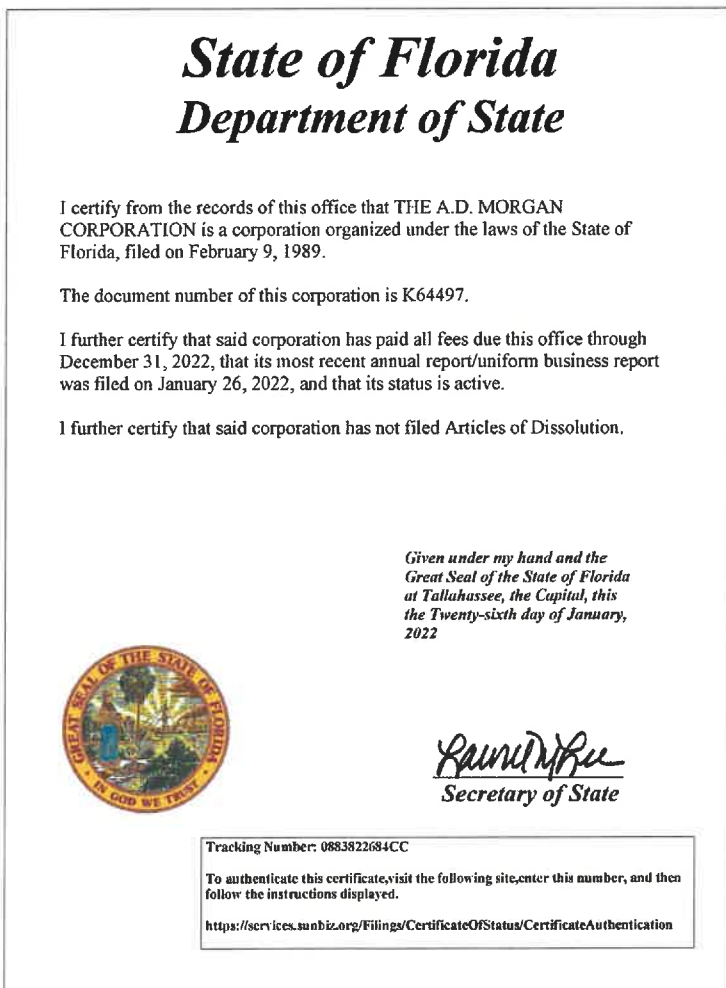
**Owner Name:** Pinellas Co Schools  
**Project Title:** Tyrone Middle School  
**Project Description:** Campus remodel and modernization of 132,615 sf. facility.  
**Project Location:** St. Petersburg, FL  
**Completed Date:** Anticipated April 2023

**Owner Name:** Jason Novisk  
**Owner Address:** 301 Fourth Street S.W. Largo, FL 33770-3536  
**Phone Number & Email:** (727) 276-6452 | noviskj@pcsb.org  
**Project Amount:** \$32,560,325  
**In Budget?** Yes  
**Completed on time:** TBD



**Owner Name:** Polk Co Schools  
**Project Title:** Bartow High - Phase II A  
**Project Description:** Demolition of nine (9) bldgs and build new 110,000 sf. two-story, 42-classroom building.  
**Project Location:** Bartow, FL  
**Completed Date:** July 2021

**Owner Name:** Jody Baker  
**Owner Address:** 1915 South Floral Ave Bartow, FL 33803  
**Phone Number & Email:** (863) 534-0620 | jody.baker@polk-fl.net  
**Project Amount:** \$16,596,068  
**In Budget?** Yes  
**Completed on time:** Yes



## LICENSES & REGISTRATION



# REQUIRED FORMS

## 4.3.12



**DRUG-FREE WORKPLACE FORM**  
**35-22-04 – CMS-The Backyard**

The undersigned vendor, in accordance with Florida Statute 287.087, hereby  
certifies that The A. D. Morgan Corporation does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

9/9/22

\_\_\_\_\_  
Date

PUR062.036  
re. 10/97

30

**DRUG-FREE WORKPLACE FORM**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES  
35-22-04**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to The City of Zephyrhills  
(print name of the public entity)  
by Dr. Rebecca Smith, President  
(print individual's name and title)  
for The A.D. Morgan Corporation  
(print name of entity submitting sworn statement)

whose business address is

716 N. Renellie Dr, Tampa, FL 33609

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2933439

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

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**PUBLIC ENTITY CRIMES**

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

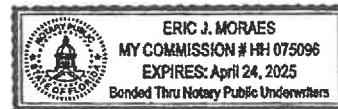
Sworn to and subscribed before me this 9 day of September  
2022

Personally known ☒

Or Produced identification \_\_\_\_\_  
Notary Public – State of FL

April 24, 2025

My commission expires \_\_\_\_\_  
(Type of Identification)



Eric Moraes

(Printed, Typed or stamped commissioned name of notary public)

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## PUBLIC ENTITY CRIMES

Addenda Receipt Acknowledgment

35-22-04

|            |                   |      |                   |          |                   |
|------------|-------------------|------|-------------------|----------|-------------------|
| Addendum # | <u>1</u>          | Date | <u>8/15/22</u>    | Initials | <u>RS</u>         |
| Addendum # | <u>          </u> | Date | <u>          </u> | Initials | <u>          </u> |
| Addendum # | <u>          </u> | Date | <u>          </u> | Initials | <u>          </u> |
| Addendum # | <u>          </u> | Date | <u>          </u> | Initials | <u>          </u> |

**Firm Representative:**

  
\_\_\_\_\_  
Signature/Date (Executed by Corporate Authority)

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**ADDENDA ACKNOWLEDGMENT**

**NON-COLLUSIVE AFFIDAVIT**  
**35-22-04**

State of Florida  
County of FL

-Dr. Rebecca Smith \_\_\_\_\_, being first duly sworn, deposes and says that he/she is  
**President** \_\_\_\_\_, the party making the fore-going submittal of qualifications or bid that such  
submittal  
(partner or officer of the Firm, etc)

Or bid is genuine and not collusive or sham; that said Firm has not colluded, conspired, connived or agreed, directly or indirectly, with any Firm or person, to put in a sham response or to refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to secure any advantage against the City of Zephyrhills of any person interested in the proposed contract; and that all statements in said response are true.

Dr. Rebecca Smith  
Officer

The A.D. Morgan Corporation \_\_\_\_\_ (Company Name)

State of Florida  
County of Hillsborough

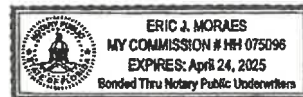
The foregoing instrument was acknowledged before me this 1 day of September  
by  
Dr. Rebecca Smith \_\_\_\_\_ (name and title of corporate officer)  
of The A.D. Morgan Corporation \_\_\_\_\_ (Name of Corporation),  
a Florida \_\_\_\_\_ (state or place of incorporation) Corporation, on behalf of the  
corporation. He/she is personally known to me or has produced \_\_\_\_\_ (identification type)  
as identification .

\_\_\_\_\_  
(Signature line for notary public)

Eric Moraes \_\_\_\_\_ (Name of notary type, printed or stamped)

Florida Notary Public \_\_\_\_\_ (Title or rank)

My commission expires: April 24, 2025  
Serial number, if any HH 075096



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**NON-COLLUSIVE AFFIDAVIT**

### E-VERIFY

RFP No: 35-22-04  
Project Description: Construction Management Services-The Backyard

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the City of Zephyrhills.

Company/Firm: The A.D. Morgan Corporation

Authorized Signature: 

Title: President

Date: 9/9/22

E-VERIFY

**Errors or Omissions**  
**RFP 35-22-04-CMS-The Backyard**

Upon review of this Request for Qualification documents are you aware of any apparent errors or omissions?

☐ YES

☒ NO

If YES, please provide a detailed explanation of any apparent errors or omissions on this sheet.

Company/Firm: The A.D. Morgan Corporation

Authorized Signature: \_\_\_\_\_

Title: President

Date: 9/9/22

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**ERRORS OR OMISSIONS**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion Form**  
35-22-04-CMS-The Backyard

1. The prospective Vendor, The A.D. Morgan Corporation, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
2. Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Firm: The A.D. Morgan Corporation  
Name of Company - Please Print

Signature:   
Authorized Company Representative

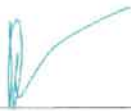
Name/Title: Dr. Rebecca Smith, President

Address: 716 N. Renellie Dr. Tampa, FL 33609

Date: 9/9/22

RFQ ACCEPTANCE

I acknowledge and understand the requirements set forth in RFP 35-22-04 Construction Management Services-The Backyard.

  
\_\_\_\_\_  
Authorized Signature

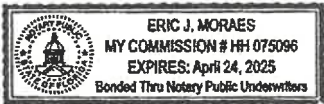
9/9/22  
\_\_\_\_\_  
Date

Dr. Rebecca Smith  
\_\_\_\_\_  
Printed Name

The A.D. Morgan Corporation  
\_\_\_\_\_  
Company Name

In witness whereof, the above submitted has hereunto set his signature and affixed his seal this  
9 day of September A.D. 2022

\_\_\_\_\_  
(Seal) By: Eric Moraes  
\_\_\_\_\_  
Title: Notary Public



RFP ACCEPTANCE

September 9, 2022

# THANK YOU!

35-33-04 -Construction Management at  
Risk Services for The Backyard



[WWW.ADMORGAN.COM](http://WWW.ADMORGAN.COM)

## Exhibit "C"



# A.D. MORGAN

General Contractors  
Construction Managers

## WE DO MORE

### TAMPA

Corporate Headquarters  
716 N. Renellie Drive  
Tampa, Florida 33609  
PH: 813 • 832 • 3033  
FAX: 813 • 831 • 9860

### BRADENTON

2411-B Manatee Ave W.  
Bradenton, Florida 34205  
PH: 941 • 747 • 3001  
FAX: 941 • 747 • 3015

### LAKELAND

1953 E. Edgewood Drive  
Lakeland, Florida 33803  
PH: 863 • 450 • 4840  
FAX: 863 • 450 • 4697

License # CGC044502  
www.admorgan.com

October 7, 2022

Mrs. Karen Miller, Purchasing Agent Specialist  
City of Zephyrhills  
5335 8<sup>th</sup> Street  
Zephyrhills, FL 33542

**RE: A.D. Morgan Proposed Rates and Fees for Construction Management at Risk Services for The City of Zephyrhills Project "The Backyard"**

Dear Mrs. Karen Miller,

On behalf of The A.D. Morgan Corporation, we are pleased to submit our fee and hourly rate proposal to provide pre-construction and construction phase services for the scope associated with The Backyard project. For these services, we respectfully propose the following fees and rates:

| DESCRIPTION OF SCOPE        | PROPOSED FEE |
|-----------------------------|--------------|
| Pre-construction Services   | 1%           |
| Construction Phase Services | 6%           |

| POSITION   TITLE          | HOURLY RATE |
|---------------------------|-------------|
| Project Executive         | \$125.00    |
| Preconstruction Director  | \$100.00    |
| General Superintendent    | \$120.00    |
| Project Manager           | \$100.00    |
| Assistant Project Manager | \$73.00     |
| Superintendent            | \$95.00     |
| Project Administrator     | \$60.00     |
| Project Accountant        | \$95.60     |

On behalf of the A.D. Morgan team, we thank for this opportunity, and we are very excited to begin working with you to deliver another successful project.

Sincerely,

Matthew D'Amaddio

Digitally signed by Matthew D'Amaddio  
DN: cn=Matthew D'Amaddio, o=The A.D. Morgan Corporation, email=mdamaddio@admorgan.com, c=US  
Date: 2022.10.07 15:14:03-04'00'

Matthew D'Amaddio  
Project Executive

## **BUSINESS ITEMS 1.2**

### Hercules Park Presentation

**Issue:**

James Pankonin with Kimley Horn and Associates will present an update on the Hercules Park Project.

**Background:**

The CRA Board of Commissioners and The City Council approved the design and construction of Hercules Park in 2021. Kimley Horn was chosen to develop the design and through multiple public meetings with the Parks Advisory Board, CRA, and City Council meetings, the park design has taken shape. James Pankonin and his staff with Kimley Horn continue to refine the Hercules Park Plan. Tonight's presentation is to update the Board on the project's design and development.

**Attachment(s):**

1. Hercules Park - Chamber Update - 10-18-22 (1)

**Fiscal Impact:**

The Hercules Park Project is included in the approved 2022/2023 Capital Projects.

**Staff Recommendation:**

Staff request CRA Board of Commissioners provide input on the Hercules Park Project. No action is needed at this time.

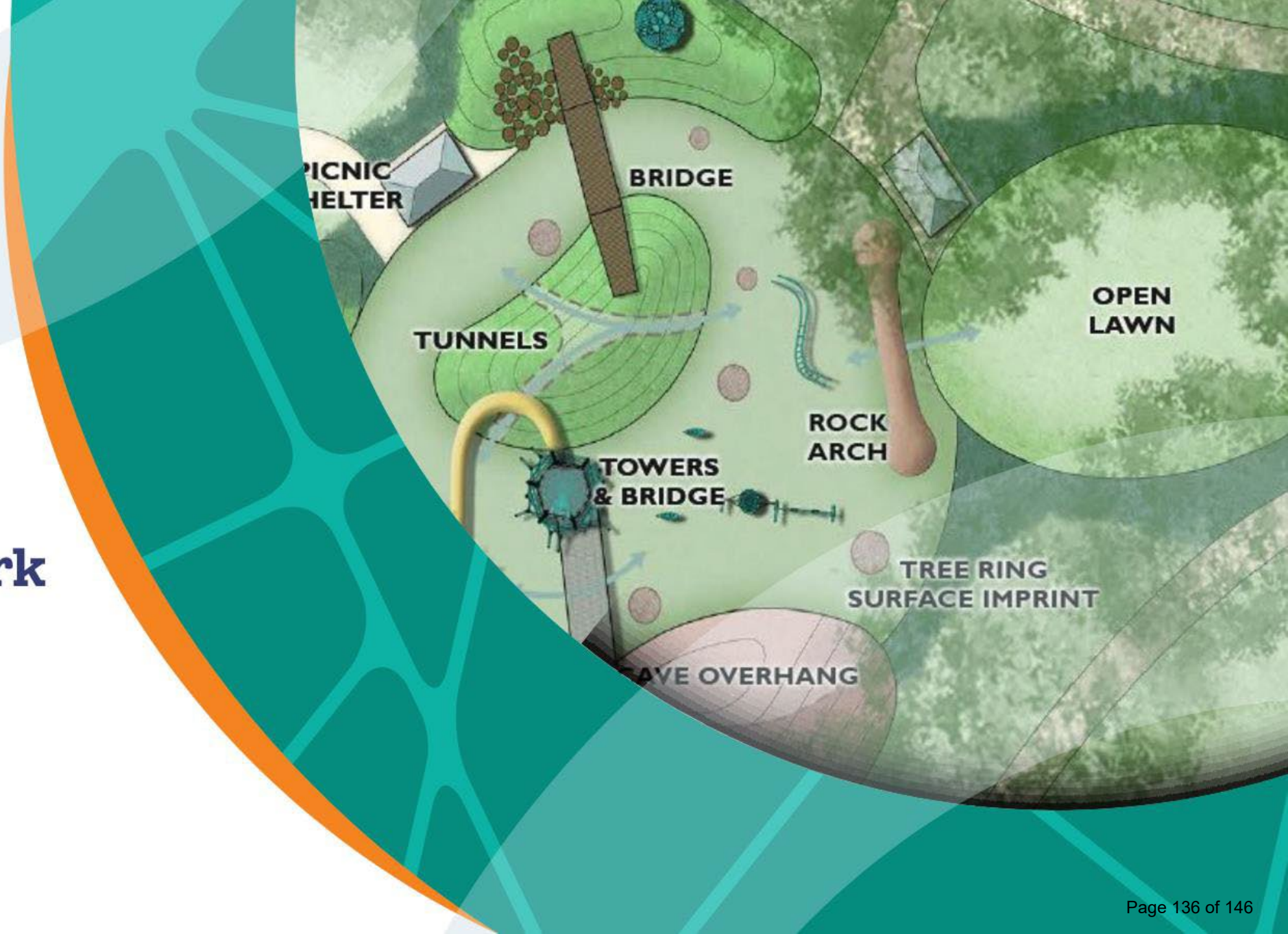
City of Zephyrhills

# Hercules Park

October 18, 2022

Kimley»Horn

Expect More. Experience Better.



# Agenda

- ❖ Introductions
- ❖ Master Plan Review
  - ❖ Key Design Elements
  - ❖ Key Design Considerations
- ❖ Design Imagery
- ❖ Updated Master Plan
- ❖ Questions

# Hercules Park Master Plan Overview

- ❖ .75 mile perimeter walking trail
  - ❖ .25 mile north loop
  - ❖ .25 mile central loop
  - ❖ .35 mile south loop
- ❖ Enhanced stormwater pond with vegetation, viewing areas and fountain
- ❖ 1.4 ac. +/- playground and picnic area within existing tree canopy
- ❖ 1 ac. +/- open play field with restroom, splashpad and picnic shelters
- ❖ 5.3 ac +/- area with trails for walking and bike riding
- ❖ 54 parking spaces



# Key Design Elements

- ❖ Connectivity to broader community
  - ❖ Sidewalks, bike lanes...
- ❖ Trailhead
  - ❖ Signage
  - ❖ Bike parking
  - ❖ Restroom
- ❖ Theming Elements
  - ❖ Shade structures – “Shotgun” house reference
  - ❖ Themed Playground
- ❖ Educational / Interpretive Signage
- ❖ Public Art
  - ❖ Homage to Hercules Powder Company Workers



# Key Design Considerations

- ❖ Safety
- ❖ Crime Prevention through Environmental Design (CPTED)
- ❖ Maintenance
- ❖ Return-on-Investment
- ❖ Maximize Space
- ❖ Flexibility of Use



# Master Plan Elements



**HERCULES PARK**  
CITY OF ZEPHYRHILLS, FL

**CONCEPT IMAGERY**

MARCH 2022 • CONTACT: JAMES PANKONIN, PLA, LEED AP, (941) 379-7600

Kimley»Horn



# Master Plan Elements



**HERCULES PARK**  
CITY OF ZEPHYRHILLS, FL

**CONCEPT IMAGERY**

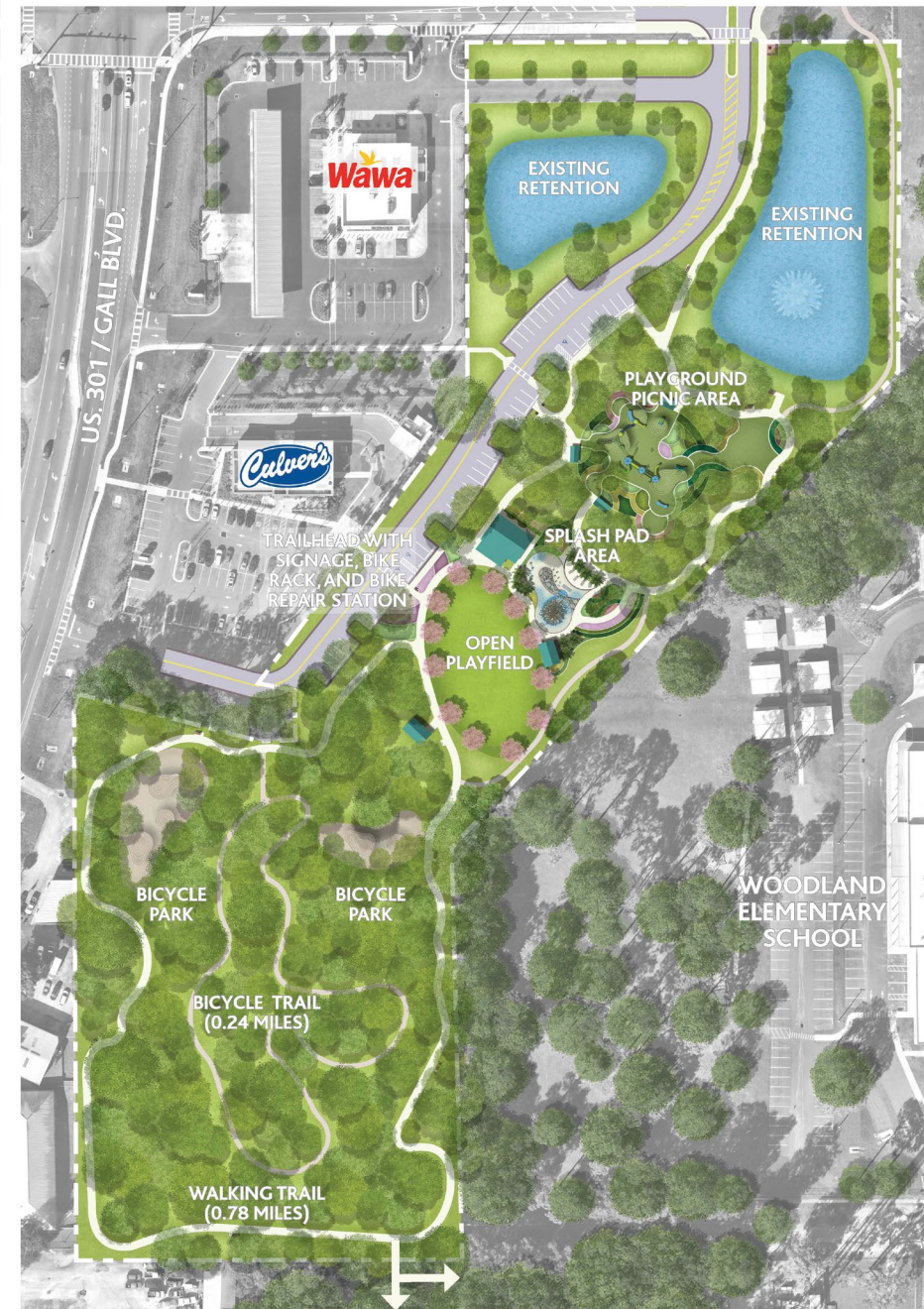
MARCH 2022 • CONTACT: JAMES PANKONIN, P.L.A. LEED AP (P1) 379-7600

Kimley»Horn



# Updated Master Plan

- ❖ .75 mile perimeter walking trail
  - ❖ .25 mile north loop
  - ❖ .25 mile central loop
  - ❖ .35 mile south loop
- ❖ Enhanced stormwater pond with vegetation, viewing areas and fountain
- ❖ 1.4 ac. +/- playground and picnic area within existing tree canopy
- ❖ 1 ac. +/- open play field with restroom, splashpad and picnic shelters
- ❖ 5.3 ac +/- area with trails for walking and bike riding
- ❖ 54 parking spaces



# Updated Master Plan





# Hercules Park - Restroom Building

Zephyrhills, Florida

03  
10.17.2022  
21-59

# Questions or Comments?

