

**HERNANDO COUNTY SCHOOL BOARD
FACILITIES AND CONSTRUCTION DEPARTMENT**



RFQ #9009-234-2301

REQUEST FOR QUALIFICATIONS

**FOR CONSTRUCTION MANAGER CONSULTING SERVICES CONTINUING CONTRACT
FOR VARIOUS PROJECTS LESS THAN \$4,000,000**

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REQUEST FOR QUALIFICATIONS

**NAME: Request for Qualifications for Construction Manager Consulting Services
Continuing Contract for Various Projects Less than \$4,000,000**

NUMBER: 9009-234-2301

HERNANDO COUNTY SCHOOL BOARD
Facilities & Construction Department
8016 Mobley Road
Brooksville, Florida 34601

MAXIMUM CONSTRUCTION COST: \$4,000,000

The Hernando County School Board ("HCSB"), Brooksville, Florida, hereby invites qualified firms to submit a letter of interest and supporting documentation for **CONSTRUCTION MANAGER CONSULTING SERVICES FOR A CONTINUING CONTRACT FOR VARIOUS PROJECTS LESS THAN \$4,000,000.**

Submittals must be received before **10:00 AM on Wednesday, March 29th, 2023** at the Facilities Operations Department, Hernando County School Board, 8016 Mobley Road, Brooksville, Florida 34601 (352-797-7050).

Submittal Requirements and information related to this RFQ is available on the Public Purchase website, including the Sample Construction Manager Agreement and the associated General Conditions. Interested respondents are **required** to register, free of charge, by visiting: www.publicpurchase.com.

Submittals that do not contain DOCUMENTED proof of the minimum qualifications will be REJECTED.

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER CONSULTING SERVICES CONTINUING CONTRACT FOR VARIOUS PROJECTS LESS THAN \$4,000,000.

I. GENERAL INFORMATION

A. DESCRIPTION

Hernando County School Board (HCSB) seeks proposals for Construction Manager Services for various projects ranging from \$300,000 to \$4,000,000. Florida Statute 287.055, (the "Consultant's Competitive Negotiations Act" (CCNA)) prescribes methods by which professional services of architects, engineers, land surveyors, and construction managers must be procured. Described herein is a process whereby the public interest is advanced by the identification and selection of the best-qualified professional consultants.

The project shall comply with all rules and regulations established by the State of Florida including but not limited to the Florida Building Code, State Requirements for Educational Facilities, the Jessica Lunsford Act and Hernando County School Board Policy.

The Hernando County School Board intends to select qualified Construction Management entities who will manage and construct projects as described in this RFQ and as governed by AIA Document A133-2019. Terms of each AIA A133-2019 will be negotiated specific to each project that the successful proposer(s) is assigned. The process for the selection of the firm(s) is described herein.

Selection and award of this project will be based on qualifications as described in this RFQ document. The HCSB intends to identify a ranked list of no fewer than three (3) firms as part of the competitive selection process. At the direction of the selection committee, the highest ranked firms **may** be asked to participate in a round of face to face interviews to further refine the list of firms who may qualify for a contract. **No minimum amount of work is guaranteed as a result of this solicitation.** The term of this award shall be two (2) years with the option to renew for one (1) additional two (2) year period. The District's Professional Services Advisory Committee (PSAC) may elect to increase the number of selected firms to more than three (3) firms.

Vendors, contractors, consultants or their representatives shall not communicate with School Board members, the Superintendent of Schools, or School District staff, other than the designated contact for this RFQ, about this solicitation. Such communication is prohibited until the School Board has awarded the Contract. Any such communication shall eliminate the vendor, contractor or consultant from consideration for award.

B. SCHEDULE FOR THE RFQ PROCESS

Advertisement	02/21/23-03/14/23
Final Date for Respondent Questions	03/20/23
Due Date for HCSB Response to Questions	03/22/23
Prequalification Submittals Due (Step 1)	03/29/23, 10:00 AM
Rankings Announced	04/04/23
Interviews (If required)	04/05/23 – 04/06/23
Selection Announced	04/07/23
Award of Agreement	04/25/23 (Pending)

The above schedule is tentative. Information related to this RFQ, including revisions, will be distributed via Hernando County School District's Public Purchase website.

Respondents are required to register on www.PublicPurchase.com to receive information related to this RFQ.

Submittals that do not contain DOCUMENTED proof of the minimum qualifications will be REJECTED.

C. MINIMUM QUALIFICATIONS

**SUMBITTALS THAT DO NOT CONTAIN DOCUMENTED PROOF OF THE
REQUIRED MINIMUM QUALIFICATIONS WILL BE REJECTED**

1. Qualified respondents shall have provided **Construction-Management-at-Risk** Contracting services within the last five (5) years for **at least three (3) K-12 educational projects each exceeding \$300,000** (construction costs), utilizing the expertise present in the Office where the work of this project will be performed. In lieu of three (3) K-12 educational projects as CM at Risk, respondent shall be deemed to have met this requirement if they have provided Construction Management at Risk services with a K-12 School District within the State of Florida, as substantiated by a current Certificate of Pre-Qualification, award letter, or other official document issued by said District. *****ATTENTION*** A Contractor's Qualification Statement (either on AIA Form A305, SF330, or a substantially similar form) MUST be included in submittal package. Failure to include a Contractor's Qualification Statement showing the above three (3) projects, as described, will result in disqualification of the proposer.**
2. Qualified respondents shall have a **bonding capacity of no less than the Guaranteed Maximum Price** for each individual project assigned coincidentally with current and anticipated workloads. This capacity shall not be less than \$4,000,000 for a single project. *****ATTENTION*** A letter from a surety affirming the respondent's bonding capacity MUST be included in submittal package.** Construction Manager must have the capacity to bond individual projects as assigned. Should a Construction Manager fail to provide bonding for a specific project assigned under this contract, the District will proceed to negotiate with the next most qualified Construction Manager.
3. Qualified respondents shall not have been placed on the convicted vendor list or otherwise disqualified from the public contracting and purchasing process for a public entity crime. *****ATTENTION*** A Public Entity Crimes Acknowledgement form (Appendix A1 of this solicitation) MUST be completed and included in the submittal package.**
4. Financials shall be submitted in accordance with II (D). The Director of Facilities and Construction or his designee will review this confidential material and determine eligibility in accordance with Section II (D).

D. SCOPE OF SERVICES

The scope of services will include (including but not limited to): pre-construction services, preliminary estimates of cost, guaranteed maximum price, contract administration, construction and other services indicated to be performed by the Construction Manager in AIA Document A133-2019, this RFQ and any other addendums. Construction Manager may also be required to participate in the District's Owner Direct Purchase (ODP) process.

The final scope of any projects assigned to successful proposer(s) will be jointly determined during the Pre-Construction phase by the Owner, Architect and CM, per AIA Document A133-2019. Projects may be new construction, remodeling, renovation or other construction services deemed necessary by the District.

It is the intent of the HCSB to maintain its current General Construction Services-Small Contract agreement. Although this RFQ is intended for projects over \$300,000 and less than \$4,000,000,

HCSB reserves the right to assign projects under \$300,000 to any CM's selected by this RFQ, if it is determined to be in the best interest of the District.

E. SELECTION PROCESS

1. The selection of the Construction Management firm will be conducted in accordance with the Florida Statutes, 287.055, as follows:
 - a. Prequalification Submittal: Submittals will be distributed to a Jury Panel for review and evaluation, and will be scored in accordance with the evaluation criteria provided herein. Submittals will be screened for minimum qualifications and scored. The scores from the review shall be used to identify a ranked list of no fewer than three (3) firms. At the direction of the Selection Committee, the highest ranked firms may be asked to participate in a round of face-to-face interviews to further refine the list of firms who may qualify for award. Firms will be ranked and no fewer than the three (3) highest ranked qualified firms will be recommended to the Board for approval to negotiate contracts as projects arise. The PSAC may elect to recommend more than three (3) firms to the Board however the list will be ranked according to score.
 - b. At such time as an awarded firm is being considered for an individual Project Assignment, firms will be invited to discuss their qualifications either in person or by telephone.
2. Results of the selection process will be posted to www.PublicPurchase.com. Failure to file a protest within the time prescribed in Section 120.57(3) F.S. will constitute a waiver of the proceedings under Chapter 120, F.S.
3. The recommendation of the Jury Panel is advisory only and shall be submitted to the Superintendent of Schools for review and recommendation for action to the School Board of Hernando County, Florida.

II. PREQUALIFICATION SUBMITTAL REQUIREMENTS

A. INFORMATION

1. Delivery of Submittals:

Due Date & Time: **Wednesday, March 29th, 10:00 AM.** Note: It is the Respondent's responsibility to allow sufficient time for submittals to transit through the US Postal Service and the HCSB distribution system to guarantee delivery prior to the deadline.

Copies: **Three (3) bound hard copies and one (1) .pdf copy on portable media**

Mark Package: **RFQ 9009-234-2301
DO NOT OPEN - SEALED SUBMITTAL**

Construction Manager Consulting Services Continuing Contract for Various Projects Less Than \$4,000,000

**Deliver to: Facilities & Construction Department
School District of Hernando County
8016 Mobley Rd, Brooksville, FL 34601
Attention: Brian Ragan**

Contact: **Brian Ragan, Director of Facilities and Construction**
Hernando County School District
Ragan_b@hcsb.k12.fl.us
(352) 797-7050

2. Changes and Clarifications:

Changes to this RFQ will be issued by addenda. Addenda will be distributed via www.PublicPurchase.com.

It is the Respondent's responsibility to log in and check for updated information.

3. Conditions associated with the Prequalification Submittal:

- a. All submittals shall become the property of HCSB and will not be returned. HCSB reserves the right to use any or all ideas presented in any response to this RFQ. Selection or rejection of a Respondent's proposal does not affect this right.
- b. **Late submittals will not be evaluated.**
- c. HCSB is governed by the Public Records Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined by 812.081(1) (c) and financial statements are exempt from disclosure as described in 119.071(1) (c) F.S. Any such confidential materials shall be segregated and clearly marked as Confidential. Blanket requests will not be honored.
- d. HCSB reserves the right to reject any or all submittals if deemed unresponsive to this RFQ or for failure to disclose requested information.
- e. HCSB shall not be liable for costs incurred by Respondents in the preparation of submittals or for costs related to any element of the selection and contract negotiation process.
- f. By responding to this RFQ, the Respondents acknowledge that they have carefully reviewed the entire RFQ, including all appendices and addenda, **and furthermore specifically agree that the AIA Standard Form of Agreement between Owner and Construction Manager as Constructor (Document A133-2019) and the associated General Conditions are expressly acceptable without reservation.** Respondent agrees that a condition of award is to provide insurance as required in Appendix C. Respondent will provide proof of said insurance to be submitted to the Board with each assigned project's GMP package.
- g. HCSB reserves the right, without invalidating the Respondent's submittal, to request clarification of the information provided.

B. SUBMITTAL FORMAT

Submittals must comply with the following requirements. HCSB retains the right to waive any minor irregularity or requirement should it be judged to be in the best interest of the District.

1. Three (3) hard copies and one (1) .pdf version on portable media. The .pdf version is to be submitted as a single bound document, including the cover letter.
2. Each submittal is to be accompanied by a Letter of Interest addressed to the Facilities & Construction Department. The Letter of Interest is to include the **legal name of the proposing firm, mailing address, contact name, email address and phone number.**

3. Submittals shall be prepared simply and economically, providing a straightforward, **concise** description of the Respondent's capabilities to satisfy the requirements of this RFQ. Respondents are asked to concentrate on accuracy, completeness, and clarity of content.
4. Submittals are to be 8 ½" x 11", permanently bound, with minimum font size 11 point. Fold out pages may be included for charts, graphs and diagrams, but not for text. Fold out pages may be no larger than 11" x 17" and must fold entirely within the section.
5. Submittals are to be formatted and tabbed in the exact format and numeric sequence stated herein. Each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the package. Information which is not readily found in its designated section may be assumed to have been omitted.
6. Specific information upon which the submittal will be judged as follows. Response to all items shall be complete.

C. PRE-QUALIFICATION SUBMITTAL EVALUATION CRITERIA

It is the intent of HCSB to select firms with prior experience with educational projects. Respondents will be judged not only on prior experience but also on their ability to address issues critical to the success of a project, as outlined in this RFQ. The following must be submitted, in order by Tab, and are elements that will be used to evaluate each Respondent's qualifications. **The primary focus of the Prequalification Submittal evaluation will be the Construction Management Firm's capabilities to perform the type of projects being considered under this RFQ.**

1. COVER LETTER AND DOCUMENTED PROOF OF MINIMUM QUALIFICATIONS (see Section I, part C above.)

2. FIRMS RESUME

Describe the composition and management structure of the Construction Management Firm. Provide a description and graphic organizational chart complete with working titles identifying the lines of authority and responsibility.

Describe the qualifications and relevant experience of the lead Construction Project Manager, and Construction Superintendent including demonstrated experience working on K-12 Educational projects of similar scope, complexity, and delivery method.

Identify the following team members:

- Principal in Charge of the Project
- Project Manager(s)
- Site Superintendent(s)
- Estimator
- Other Key Personnel

Provide a summary for each proposed team member, to include the following information:

- Location of the Office where the individual will perform duties related to this project.
- Length of employment by this firm.
- Years of experience at the **same level of responsibility** as proposed for this type project.
- Unique abilities and expertise that the individual brings to the team.
- Length of experience with the other members of the project team.

The Firm's direct project experience is to be differentiated from individual staff experience gained while in the employ of other firms. Clearly denote which projects were completed by the Firm and which were not.

Describe specific construction tasks that the Team has the ability and qualifications to self-perform using in-house staff and labor force (Craft Labor Capabilities).

3. FIRM'S CURRENT WORKLOAD & CAPACITY

Explain or illustrate current and projected workload. Provide a list of active projects, anticipated completion dates, project size and type.

Indicate any past or planned future significant changes to staffing levels

Indicate trades that are sub-contracted and those that are self-performed. List the approximate percentage of work performed "in-house". Describe the process by which your Firm selects qualified sub-Construction Managers and manages them effectively on complex multi-phased projects.

4. MBWE PARTICIPATION & LOCAL WORKFORCE

Provide copies of Certifications as a minority business enterprise by any local governmental jurisdiction or organization, as described in Chapter 287.0943 F.S., if applicable.

Describe how your Firm will maximize the Florida construction work force on this project.

Describe your Firm's efforts to retain and support employees. Indicate any key personnel or team members who are residents of Hernando County. If the business is based out of Hernando County or has physical offices in the county, indicate the addresses of such establishments.

5. EDUCATIONAL FACILITIES TRACK RECORD

List three (3) K-12 Educational Facilities projects for which your firm has provided or is currently providing services for projects no less than \$300,000. In no case shall fewer than three (3) K-12 Educational Facilities projects be submitted. **Firms submitting fewer than three (3) K-12 Educational Facilities projects will be deemed nonresponsive and their submittal will be rejected.** In determining which projects are most closely related, consider: related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed. List the projects in priority order, with the most closely related project listed first (*i.e. Continuing CM Services*). Projects for which the Respondent worked in the capacity of a subcontractor are not relevant and are not to be listed.

For each of the listed projects, provide the following information:

1. Name and location of the project.
2. Project's Owner's Representative name, address and phone number. Include any letters of reference or commendations.
3. The name, address and telephone number of the project architect.
4. Size of project - gross area of construction, number of facilities, etc.
5. Owners Construction Budget.
6. Negotiated Fee.
7. Final construction value and cost per square foot.
8. Indicate the number of change orders on the project and include the following detail;
 - a. Change order increase/decrease amount
 - b. Reason for change order (owner driven / error or omission, or other)

9. Contracted substantial and final completion dates.
10. Actual substantial completion and final completion dates. (if the project is not complete, indicate the percent complete and whether or not it is on schedule)
11. Project type - new construction, addition, remodeling, renovation, re-use.
12. Work those respondents staff was responsible for.
13. Present project status - percentage of completion.
14. Listing of Project Manager and other key professionals and personnel assigned to this project.

6. PROJECT IMPLEMENTATION

Describe the processes and/or methods you employ for the following tasks:

Pre-Construction Services
 Design Review and Preliminary Cost Estimate
 Project Scheduling
 Managing Construction Cost within the budget
 Construction Contract Management and Accounting
 Quality Control during construction
 Contract Closeout

Describe your ability to offer the following services, on a proactive and ongoing basis throughout design:

Conceptual estimating
 Value analysis
 Alternative solutions
 Scope reduction that maintains quality and function
 Cost/benefit analysis

Demonstrate and provide examples of ways that you minimized disruption at existing facilities through creative sequencing, phasing, provision of temporary services, etc..

Claims and Litigation History of the Team

Provide details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, except for claims with a final value or potential value of less than \$25,000. Notwithstanding the foregoing, Respondents shall disclose all litigation, arbitration or other claims, of any amount, asserted by a public entity. Indicate for each such case the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award for or against the Respondent.

Describe in detail any projects within the last five (5) years where liquidated damages, penalties, liens, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, or filed against your organization.

Provide your Firm's safety record over the last three years. Include any lost time accidents or major insurance claims. Explain your Firm's plan for accident prevention and safety awareness, especially as it relates to construction on an occupied K-12 Public Education facility.

Respondents may include firm promotional literature, testimonials, awards, corporate memberships in professional organizations or sponsorships, additional project/contract histories, etc., to demonstrate why this management team is *uniquely* qualified for this project

D. FINANCIALS:

To be delivered under separate cover and marked "Confidential" one financial statement which includes balance sheet, income statement, cash flow statement and notes to financial statements. Financials should be as of the end of calendar year 2020, or the most current fiscal year available, for the firm which signs the RFQ document. Compiled or reviewed financial statements that are prepared by an independent CPA firm will be an acceptable alternative for the smaller Construction Management firms that do not regularly have audited statements prepared (IF compiled or reviewed financial statements are submitted, please include a letter from the independent accounting firm confirming that they have provided appropriate compilation and/or review). The District will evaluate financial measures such as current position, equity position, operating results, etc., to determine eligibility in the RFQ process. Determination will be made on a "qualified/not qualified" basis at the sole opinion of the Director of Facilities and Construction. Points will not be awarded. Those proposers who are determined to be not qualified will be eliminated from further consideration. The District reserves the right to request further clarification regarding a proposer's ability to perform the work before a final determination is made. **In order to be considered to move forward all Financials MUST be received in the Department of Facilities and Construction, 8016 Mobley Rd., Brooksville, FL 34601 no later than the submission date for the Pre-Qualification Submittal.** The District will in no way be liable for any financials not received in time.

IV. CONSTRUCTION MANAGER AGREEMENT

- A. Form of the Construction Manager Agreement: Carefully review the Sample Agreement and General Conditions of the Agreement (Appendix B) before submitting a response to this RFQ. Any questions regarding the Agreement and associated General Conditions must be communicated via www.PublicPurchase.com prior to the due date for questions as noted in Section I.B.
- B. The Construction Manager Agreement will be a bonded Guaranteed Maximum Price Contract to encompass all management and construction work. Some allowances may be included as line items.
- C. HCSB reserves the right to make non-material changes to the appended Sample Agreement, including additions and /or modifications that may be necessary to more completely describe the services defined or implied herein.
- D. Any products, systems, methods, and procedures developed as a result of this Agreement shall remain the exclusive property of the Hernando County School Board.

END OF SECTION

APPENDIX A1

HERNANDO COUNTY SCHOOL BOARD – CONSTRUCTION MANAGER AT RISK SERVICES PUBLIC ENTITY CRIMES ACKNOWLEDGEMENT

The PROPOSER hereby acknowledges the provisions of Florida Statute 287.133 pertaining to public entity crimes, which states as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

FOR _____
(Legal Name of Business)

BY: _____
(Typed/Printed Name and Title of Officer or Authorized Agent)

Signed: _____

APPENDIX A2

EVALUATION SCORESHEET

RFP# 9009-234-2301

PROJECT NAME: CM Continuing Services Contracts Less Than \$4,000,000.

APPLICANT NAME: _____

[illegible]

TOPIC	DESCRIPTION	WEIGHT	Excellent (1.0)	Above Avg. (0.8)	Average (0.6)	Below Avg. (0.4)	Poor (0.2)	None (0.0)
Educational Facilities Track Record	<p>Applicant and staff's prior performance on educational facilities projects, including ability to meet project schedule and budget. Consideration will be given to more recent projects and projects of similar dollar volume and scope in establishing the applicant's record of successfully completing continuing service projects.</p> <ul style="list-style-type: none"> The District is obliged to insure that the work is distributed equitably among qualified applicants using the evaluation criteria found herein, provided such distribution does not violate the principle of selecting the most highly qualified firm. The submitted materials should establish the applicant's record of successfully completing projects of similar scope and complexity. Experience with public educational facilities should be indicated. <p>Example Consideration: "To what extent does the applicant have verifiable, successful, recent experience on comparable continuing services type projects?"</p>	25 points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Project Implementation	<p>Applicant's resources and ability to properly manage the project, in the best interest of HCSD, from pre-construction thru warranty phases</p> <ul style="list-style-type: none"> The submitted materials should establish the applicant has resources and understands the expectations of pre-construction services and project design phases Establish the applicants ability to manage and schedule the project, control quality and provide proper closeout by highlighting resources and talent unique to the organization Experience with managing continuing services projects <p>Example Consideration: "To what extent does the applicant possess unique resources and skills to manage K-12 Public Education projects, on an occupied campus on a smaller scale (<\$4million). Does the applicant have resources and training to provide a safe and organized construction site on an occupied campus?"</p>	20 points	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	

APPENDIX A3

HERNANDO COUNTY SCHOOL BOARD – CONSTRUCTION MANAGER AT RISK SERVICES

FINAL RANKING MATRIX

[illegible]

APPENDIX B

CONSTRUCTION MANAGER AS CONSTRUCTOR AGREEMENT (INCORPORATED BY REFERENCE)

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 Fee with a Guaranteed Maximum Price”

THE GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AS CONSTRUCTOR AGREEMENT (INCORPORATED BY REFERENCE)

AIA DOCUMENT 201 CURRENT EDITION PER ARTICLE 1.3 OF AIA DOCUMENT A133

HERNANDO COUNTY SCHOOL DISTRICT STANDARD ADDENDUM TO AGREEMENTS (ATTACHED)

**STANDARD ADDENDUM TO AGREEMENTS WITH
THE HERNANDO COUNTY SCHOOL BOARD**

WHEREAS, the undersigned has entered into an Agreement or Contract (hereinafter Agreement) with the Hernando County School Board; and,

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the parties; and,

WHEREAS, the undersigned acknowledges that the School Board is the contracting authority for the Hernando County School Board and there are certain standard contract terms expected to be in every agreement by the School Board; and,

WHEREAS, the undersigned hereby agrees that these standard terms are part of the Agreement with the School Board.

1. The Contractor hereby agrees to indemnify, defend and hold the School Board harmless from and against any and all damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless or intentional acts of the Indemnifying Party.

2. To the extent that the agreement requires the School Board to indemnify Contractor, it shall only be to the extent of the limits set forth in §768.28(5), Fla. Stat. and then only for the negligent or wrongful act or omission of any officer or employee of the School Board acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat. Notwithstanding the foregoing, the School Board intends to avail itself of the benefits of §768.28 and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of the lesser of the following: (a) the amount paid by the School Board to Contractor or (b) the amounts identified as statutory limits pursuant to §768.28, Fla. Stat. if applicable. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3. The parties agree to each pay their own attorneys' fees and costs relating to the negotiation of the Agreement and this Addendum and in relation to any action to enforce the terms of either document.

4. As may be applicable, all persons providing goods or services to the School Board pursuant the Agreement shall undergo the necessary background screening described in section 1012.465, Florida Statutes at their own cost before coming onto School Board property.

5. If the Agreement requires the expenditure of funds for more than one fiscal year, the Agreement shall be subject to termination by the School Board without cause upon a thirty (30) day notice.

6. Any conflict between the terms of this Addendum and the parties original Agreement or subsequent modifications thereof are to be resolved in favor of this Addendum.

7. The Agreement and this Addendum are to be construed in accordance with the laws of the State of Florida, and the parties hereby agree that performance of the terms and provisions of the Agreement are to be performed solely within the State of Florida. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Hernando County, Florida (hereinafter "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, notwithstanding any provisions in the Agreement to the contrary, and the Parties further agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court.

8. The payment obligation of the School Board created by the Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the Agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of such termination.

9. If, and to the extent the agreement provides for the payment of any applicable sales taxes, the Parties acknowledge that the School Board is an entity which is exempt from the same as provided by 212.08(6), Fla. Stat.

10. The Parties agree that in the event Contractor files for bankruptcy, insolvency or receivership during the term of this agreement, the School Board may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

11. Neither party shall be liable to the other, nor deemed in default under this Agreement to the extent that such party's performance under this Agreement is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the term of the Agreement.

12. Notwithstanding any provision to the contrary in the agreement, all payments due from the School Board for non-construction services hereunder shall be governed by the provisions

of Chapter 218, Florida Statutes.

13. If, and to the extent that the agreement provides for reimbursement of travel and related expenses, the Parties agree that such reimbursements shall be subject to the reimbursement schedules contained in Section 112.061, Florida Statutes.

14. Contractor confirms that neither it nor its principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. This certification is a material representation of fact upon which reliance will be placed when the School Board executes this agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to School Board, School Board may terminate the Agreement for default by Contractor.

15. E-Verify. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion and seek damages pursuant to Florida Statute. By signing below, Contractor affirms that it is registered with and uses the E-Verify system, is otherwise in compliance with §448.095, Fla. Stat., and acknowledges that it is required to maintain such compliance throughout the term of any Contract entered between the parties.

16. Public records compliance provisions. Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. The parties recognize that the School Board is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement and Any confidentiality provisions in the Agreement shall be read in harmony with Florida's Public Records Act, Chapter 119, Florida Statutes. No provisions in the Agreement can be exercised to frustrate the requirements of the law for the release of records. To the extent Contractor provides School Board any information which it believes is confidential or exempt, Contractor shall notify School Board of the specific information that it believes is confidential, as well as the basis for the exemption. Additionally, to the extent that the Contractor has any obligation to act in agency for the School Board, it shall maintain its records subject to section 119.0701, Fla. Stat. If and to the extent that contractor has access to any other confidential information regarding the School Board (such as security information as contemplated by section 119.071(c), Fla. Stat.), the Contractor agrees to use reasonable measures to maintain the confidentiality of such information.

17. To the extent Contractor maintains information that is subject to a public record request, it shall provide the public access to such records in accordance with, and subject to the applicable statutory terms and fees. Failure to do so will be considered a material breach of the original Agreement resulting in immediate termination with no penalty to School Board, and Contractor will indemnify and hold the School Board harmless for any and all damages and expenses suffered as a result of the material breach and contract termination. Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records required by the School Board in order to perform the service under this agreement; and
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board; and
- d. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 919 N. BROAD STREET, BROOKSVILLE, FL 34601, Jordan_k@hcsb.k12.fl.us or (352) 797-7009.

Notwithstanding any other provisions of law or statutory interpretation, failure of the Contractor to abide by the terms of these public records provisions shall be deemed a material breach of this agreement and the School Board may enforce the terms of this

provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all reasonable attorney's fees and costs associated with that proceeding. This

provision shall survive any termination or expiration of the contract.

18. If the Contractor receives any student information / records as a result of this agreement, it will maintain any such information / records as confidential and will not release same to any third parties without the express written approval of the School Board, except third parties who are essential to Contractor's delivery of its services to the School Board and who are bound to maintain the confidentiality of student information/records, and prohibited from unauthorized redisclosure of such information. Furthermore, Contractor agrees to maintain and utilize all such student information/records in accordance with the FERPA regulations and only as provided for in the Agreement and this Addendum. If student information/records are requested by way of subpoena or court order, Contractor shall notify the School Board of such request in writing including a copy of the subpoena or order and shall otherwise comply with the FERPA regulations.

19. Contractor acknowledges that it will comply with all applicable Florida and Federal laws, ordinances, rules and regulations.

Signed and dated by authorized representatives as provided below:

Contractor:

Printed Name: _____

Title: _____

Date: _____

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

A. GENERAL

1. The Contractor shall procure and maintain all insurance requirements and limits, as set forth below, at his or her own expense, until completion of the project or as specified herein. The Contractor shall continue to provide evidence of such coverage to Hernando County School Board on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Facilities & Construction Representative within ten (10) days after the date of the Notice of Award, said Certificate to specifically Owner the inclusion of the coverages and provisions set forth herein and shall Owner whether the coverage is "claims made" or "per occurrence".

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.
 - a. General Aggregate
\$2,000,000
 - b. Products – Completed Operations Aggregate
\$2,000,000
 - c. Each Occurrence
\$1,000,000
 - d. Personal Injury
\$1,000,000
2. The following coverages shall be included in the CGL:
 - a. Per project general aggregate (CG 25 03 or similar)
 - b. Additional Insured status in favor of the Hernando County School Board and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG 20 10 10/01 and CG 20 37 10/01 or equivalent as permitted by law.
 - c. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
 - d. A waiver of Subrogation in favor of all Additional Insured parties.
 - e. Personal Injury Liability
 - f. Contractual Liability coverage to support indemnification obligation per Article 53.I
 - g. Explosion, collapse and underground (xcu)
3. The following exclusionary endorsements are prohibited in the CGL policy:
 - a. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
 - b. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
 - c. If applicable to the Work to be performed: Residential or multi-family
 - d. If applicable to the Work to be performed: Exterior insulation finish systems
 - e. If applicable to the Work to be performed: Subsidence or Earth Movement

4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.

C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

1. Combined Bodily Injury and Property Damage Liability
 - a. Combined Single Limit (each accident): \$1,000,000
 - b. Coverages: Specific waiver of subrogation

D. WORKERS' COMPENSATION INSURANCE

1. The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
2. The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.
3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

E. UMBRELLA LIABILITY INSURANCE – For construction projects exceeding \$10,000,000, provide the following coverage:

1. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.
 - a. Each occurrence \$5,000,000
 - b. Aggregate \$5,000,000

F. BUILDER'S RISK INSURANCE – For any construction project, provide the following coverage:

1. Unless waived in writing by the Facilities & Construction Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final

payment has been made and no person or entity other than the Owner has an insurable interest in the property, or the date of substantial completion specified on the fully signed and executed Certificate of Substantial Completion (AIA G704).

- a. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub- subcontractors in the Project as named insureds.
 - b. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars (\$10,000.00).
 - c. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
2. Contractor shall maintain Builders Risk coverage including partial use by Owner.
 3. The Contractor shall waive all rights of subrogation as regards the Hernando County School Board and the Owner, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.
 4. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.
 5. The Owner, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

G. POLLUTION LIABILITY INSURANCE

1. If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage.
 - a. Pollution Liability policy must include contractual liability coverage.
 - b. Hernando County School Board must be included as additional insureds on the policy.
 - c. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor/Vendor.

H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS – Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the Hernando County School Board, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and Owner Building Programs for approval if requested, and submit a Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the Hernando County School Board, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;
3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Florida and acceptable to the Owner;
4. Receipt, review or acceptance by the Facilities & Construction Representative of any insurance policies or certificates of insurance required by this Contract shall neither be construed as a waiver nor relieve the Contractor from its obligation to meet the insurance requirements contained herein.

I. PAYMENT AND PERFORMANCE BOND

1. The Contractor shall procure surety bonds, from a company or companies lawfully authorized to issue surety bonds in the state of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds, as follows:
 - a. Before commencing the Work on any individual project having a Contract Sum of \$200,000 or more, the Contractor shall execute and record in the public records of Hernando County, Florida, a payment and performance bond. The bond must state on its front page:
 - i. The names, principal business addresses, and phone numbers of the Contractor, the surety, and the Owner
 - ii. The project number assigned by the Owner
 - iii. The bond number assigned by the surety
 - iv. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement
 - b. The amount of the bond shall equal the full amount of the Contract Sum.
 - c. The bond shall be conditioned upon the contractor's performance of the Work in the time and manner prescribed in the contract and promptly making payments to all persons who furnish labor, services, or materials for the Work provided for in the contract.
 - d. A copy of the recorded bond shall be filed with the Facilities & Construction Representative prior to issuance of any payment.

e. If, prior to completion of the Work, the Contractor receives a notice that the company or companies that issued the bond has lost or had revoked its license or authority to do business in Florida as a surety insurer, the Contractor shall, within ten (10) calendar days following receipt of such notice, execute and record in the public records a replacement payment and performance bond from a duly authorized surety. The amount of the replacement bond shall equal the full amount of the Contract Sum less the value of the Work in place and accepted at the time such bond is issued.