

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



**HERNANDO  
SCHOOL DISTRICT**

**Learn it. Love it. Live it.**

**RFQ # 2024SHS001-R**

**REQUEST FOR QUALIFICATIONS  
FOR CONSTRUCTION MANAGER CONSULTING SERVICES**

**HVAC REPLACEMENT FOR SPRINGSTEAD HIGH SCHOOL**

**REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER CONSULTING SERVICES  
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## REQUEST FOR QUALIFICATIONS

**NAME: Request for Qualifications for Construction Manager Consulting Services  
HVAC Replacement for Springstead High School**

**RFQ NUMBER: 2024SHS001-R**

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

**ESTIMATED CONSTRUCTION COST: \$11,000,000**

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 HVAC REPLACEMENT FOR SPRINGSTEAD HIGH SCHOOL.**

Submittals must be received before **10:00 AM on Thursday, March 7th, 2024** at the Facilities & Construction 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 any supplemental documents or addenda. Interested respondents are **required** to register, free of charge, by visiting: [www.bidnet.com](http://www.bidnet.com).

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

# REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER CONSULTING SERVICES HVAC REPLACEMENT FOR SPRINGSTEAD HIGH SCHOOL.

## I. GENERAL INFORMATION

### A. DESCRIPTION

Hernando County School Board (HCSB) seeks proposals for Construction Manager Services for HVAC Replacement for Springstead High School. 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 a qualified Construction Management entity who will manage and construct the project as described in this RFQ and as governed by AIA Document A133-2019. Terms of the AIA A133-2019 will be negotiated in accordance with Florida Statute 287.055. The process for the selection of the firm 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, based on the initial submittals, a ranked list of no fewer than three (3) firms as part of the competitive selection process. The three (3) highest ranked firms will be asked to participate in a session of face-to-face interviews. Scores will be reset to zero prior to the interviews and prior scores will not be included in the interview scoring. The three (3) firms will be scored based on the interviews and ranked accordingly. After announcing the rankings, negotiations will begin between the Facilities & Construction Department and the highest ranked firm. If negotiations are not successful, the District will negotiate in turn in accordance with Florida Statute 287.055.

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.

This project may be funded over multiple fiscal or calendar years, based on budget allocations and availability of funding. The District reserves the right to phase the construction accordingly and request additional GMP amendments to accommodate phasing or funding.

### B. SCHEDULE FOR THE RFQ PROCESS

Advertisement	01/29/24-02/16/24
<b>Mandatory Site Visit</b>	<b>02/21/2024, 9:00 AM</b>
Final Date for Respondent Questions	02/23/2024
Due Date for HCSB Response to Questions	02/28/2024
<b>Submittals Due (Step 1) &amp; PSAC Meeting</b>	<b>03/07/2024, 10:00 AM</b>
Rankings Announced	03/19/2024
<b>Interviews (Step 2)</b>	<b>04/02/2024 – 04/04/2024</b>
Selection Announced (on or before)	04/10/2024
<b>Award of Agreement (Board Approval)</b>	<b>05/14/2024 (Pending)</b>

The above schedule is tentative. Information related to this RFQ, including revisions, will be distributed via the project's Bidnet.com website.

Respondents are required to register on [www.BidNet.com](http://www.BidNet.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

***SUBMITTALS 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 K-12 educational projects of equal (or larger) dollar value OR scope** (\$11,000,000 or campus wide educational HVAC replacement). **\*\*\*ATTENTION\*\*\* A Contractor's Qualification Statement (either on AIA Form A305 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 this project coincidentally with current and anticipated workloads. **\*\*\*ATTENTION\*\*\* A letter from a surety affirming the respondent's bonding capacity MUST be included in submittal package.** Should a Construction Manager fail to provide bonding for the project awarded under this RFQ, 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).
5. **Attendance at the MANDATORY Site Visit.** A MANDATORY site visit will be held on February 21<sup>st</sup>, at 09:00 AM convening at the front office of F.W. Springstead High School located at 3300 Mariner Blvd., Spring Hill, FL 34608. An authorized representative of the responding firm must attend this meeting and it is the firm's responsibility to assure the representative signs the official sign in sheet held by the HCSB employee conducting this meeting. **Failure to attend this meeting will result in the respondent's submittal being rejected.**

#### 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 attached Construction Manager Specifications (**Appendix E**) will become a part of the AIA contract and shall be followed by the Construction Manager that is awarded this project.

The final scope of the project will be jointly determined during the Pre-Construction phase by the Owner, Engineer of Record and CM, per AIA Document A133-2019. It is anticipated the design will address issues found in the attached Equipment Assessment (Appendix D). The scope of work includes: chiller replacement, air handler & fan coil unit replacement, exhaust fan replacement, potential replacement of ductwork, ceilings and interior lighting on building by building basis. Chilled water piping will be assessed

during design. Assessment of existing conditions can be found in Appendix D. The Hernando County School District reserves the right to change scope as needed based on budget or other needs as determined by 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 (Professional Service Advisory Committee or PSAC) 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 identifying the three (3) highest qualified firms.
  - b. At the direction of the PSAC Committee, these three (3) firms will be asked to participate in a round of face-to-face interviews. Scores will be reset to zero prior to the interviews and prior scores will not be included in the interview scoring. The three (3) firms will be scored based on the interviews and ranked accordingly. After announcing the rankings, negotiations will begin between the Facilities & Construction Department and the highest ranked firm. If negotiations are not successful, the District will negotiate in turn in accordance with Florida Statute 287.055
2. Results of the selection process will be posted on Bidnet.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/PSAC 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: **Thursday, March 7th, 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. **Late submittals will be rejected.**

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

Mark Package: **RFQ # 2024SHS001-R  
DO NOT OPEN - SEALED SUBMITTAL**

**Construction Manager Consulting Services, HVAC Replacement Springstead High School**

**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 [bidnet.com](https://bidnet.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, exhibits 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 AIA Document A133-2019.
- 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. Submittal is to be no more than 25 double-sided pages permanently bound with spiral or plastic binder. This page count excludes cover pages, Letter of Interest, tab pages, Contractor Qualification Statement, Bonding Capacity letter and Financials (Submitted under separate cover).
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.**

#### 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 or Technical 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 past 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 local Florida and Hernando County construction work force on this project.

Provide your Firm's safety record over the last ten years.

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. CONSTRUCTION MANAGEMENT APPROACH**

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

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 \$50,000. 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.

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.

## 6. FEATURED PROJECTS

List three (3) K-12 Educational Facilities projects for which your firm has provided or is currently providing Construction Management Consulting Services for projects no less than \$4,000,000. In no case shall fewer than three (3) K-12 Educational Facilities projects be submitted. The listed projects may be the same projects listed for Article 1 of the Minimum Qualifications or may be additional projects at the firm's discretion. **The Featured Projects (this section) does not waive the requirement of listing of projects as stated in the Minimum Qualifications section of this RFQ.** 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. Respondents are to state clearly that the Construction Management firm completed each project as the Prime Contractor. **Projects for which the Respondent worked in the capacity of a subcontractor are not relevant and are not to be listed.** Other projects may be submitted in addition to the requested three (3) required projects. **Additional** projects should relate to this RFQ and may include non-educational HVAC projects.

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 or cost.
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 the 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.

## 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.bidnet.com](http://www.bidnet.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 Agreements, 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

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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

**RFQ # 2024SHS001-R**

**PROJECT NAME: CM at Risk Services HVAC Replacement for Springstead High School**

**APPLICANT NAME:**\_\_\_\_\_

[illegible]

[illegible]

**APPENDIX A3**  
**HERNANDO COUNTY SCHOOL BOARD – CONSTRUCTION MANAGER AT RISK SERVICES**  
**FINAL RANKING MATRIX**

FIRM	QUALIFICATIONS <sup>1</sup>						AVERAGE QUALS <sup>2</sup>	QUALS SCORE <sup>3</sup>	RANK <sup>6</sup>
	EVAL #1	EVAL #2	EVAL #3	EVAL #4	EVAL #5	EVAL #6			

**SAMPLE ONLY. COLUMNS MAY VARY BASED ON ACTUAL NUMBER OF PSAC MEMBERS**

**APPENDIX B**

**CONSTRUCTION MANAGER AS CONSTRUCTOR AGREEMENT (Sample Attached)**

**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 (Sample Attached)**

**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 DISTRICT SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**

**WHEREAS**, the undersigned parties have entered into an Agreement or Contract (hereinafter Agreement); and,

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

**WHEREAS**, the parties acknowledge 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 parties desire to make these standard terms part of their Agreement by executing this Addendum.

**IT IS THEREFORE AGREED BY THE PARTIES** to amend their Agreement as follows:

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.

<https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) 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.

(iv) Contractor must provide evidence of compliance with Florida Statute § 448.095 beginning January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

C. 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. Contractor may be liable for all costs associated with School Board securing the same services, including but not limited to, higher costs for the same services and rebidding costs (if necessary).

D. For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

E. By signing below, the contractor and subcontractor 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

19. **Mandatory Public Records Language for All District/School Service Contracts. Public records compliance.** In addition to other contract requirements provided by School Board Policy or State law, the 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.

Failure of the Contractor to abide by the terms of this provision 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.

**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](mailto:jordan_k@hcsb.k12.fl.us) or (352) 797-7009.**

**Contractor:**

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Hernando County School Board:**

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form

*Nancy McClain Alfonso*

General Counsel, HCSB