

AGREEMENT FOR CONSTRUCTION MANAGEMENT FOR MINOR PROJECTS

**EXHIBIT A
CONSTRUCTION MANAGER'S PERSONNEL**

- 1.2 Sean Holway – Program Manager
Jamey Clayton - Site Superintendent
Lawrence Waller - Site Superintendent
Jennifer Combs – Admin/Accounting**

EXHIBIT B

COVER SHEET FOR GENERAL TERMS AND CONDITIONS

The “General Terms and Conditions for Agreement for Construction Management Services” revised September 2017, is incorporated by reference and made a part hereof as if set forth in full.

**EXHIBIT C
INDIVIDUAL PROJECT DESCRIPTION
AND APPLICABLE DOCUMENTS AND GUIDELINES**

Description of Project

Owner Project No: N/A
Owner Project Name: Unity Park and Flatwoods Trailhead
Location/Address: 1710 NE 31st Avenue, Gainesville, FL 32627
Description: 90% Design Submittal, dated: January 21, 2020

1.5/3.3 Documents and Guidelines

1. 90% Design Submittal, dated: January 21, 2020
2. _____
3. _____
4. _____
5. _____
6. _____

EXHIBIT D
PROJECT DESIGN AND CONSTRUCTION SCHEDULE

1.2/3.4 Project Design and Construction Schedule*

MILESTONE/TASK	START DATE	END DATE
Guaranteed Maximum Price (GMP) Proposal	03/19/2020	04/02/2020
Execute Agreement	04/23/2020	04/23/2020
Issue Notice to Proceed	05/01/2020	05/01/2020
Final Design / Bid Package Creation	05/01/2020	05/01/2020
Bidding	05/01/2020	05/29/2020
Permitting	05/01/2020	05/29/2020
Perform Construction	06/01/2020	11/30/2020
Substantial Completion	12/01/2020	12/31/2020
Final Completion	01/04/2021	01/04/2021

*REFERENCE ARTICLE 16. SCHEDULE REQUIREMENTS IN THE GENERAL TERMS AND CONDITIONS

EXHIBIT E
Guaranteed Maximum Price Agreement

Pursuant to the Agreement between the The City of Gainesville (“Owner”) and **Akea, Inc.** (“Construction Manager”), for the construction of **Unity Park and Flatwoods Trailhead**, the Owner and the Construction Manager hereby execute this **GUARANTEED MAXIMUM PRICE (“GMP”) AGREEMENT** and further agree as set forth below.

- 1** Construction Manager shall commence of the Work within ten (10) calendar days after the date indicated on the Notice to Proceed. The date of Substantial Completion for the Project shall be: **December 31, 2020.**
- 2** The date of Final Completion for the Project shall be twenty-one (21) days after the date of Substantial Completion.
- 3** The Construction Manager’s Guaranteed Maximum Price (“GMP”) proposal dated **March 19, 2020** attached hereto and incorporated herein, is accepted by the Owner.
- 4** In accordance with Section 3.6.1.8 of the Agreement for Construction Management Services, the Construction Manager shall award Trade Contracts representing ninety percent (90%) or more of the Cost of the Work within **Ninety (90)** days of issuance of the GMP Agreement for Construction Services.
- 5** The Guaranteed Maximum Price is \$ **1,043,721**

6 Construction Services GMP

SUMMARY OF COSTS	GMP
GENERAL CONDITIONS - 1	\$ 104,757
PRE-CONSTRUCTION SERVICES	\$ 7,794
CIVIL CONSTRUCTION - 1	\$ 170,422
CIVIL CONSTRUCTION - 2	\$ 12,292
CONCRETE FLATWORK	\$ 122,796
PLAYGROUND/LANDSCAPING/IRRIGATION	\$ 393,331
ARCHITECTURAL CONSTRUCTION – 1	\$ 33,740
ELECTRICAL CONSTRUCTION - 1	\$ 6,000
Labor Burden	\$ 37,823
Sales Tax	\$ 0
Overhead/Profit/CM Fee (10%)	\$ 104,497
Contingency	\$ 29,804
Payment and Performance Bonds	\$ 20,465
GMP Total:	\$ 1,043,721

FOR THE OWNER:
THE CITY OF GAINESVILLE

FOR THE CONSTRUCTION MANAGER:
AKEA, INC.

BY: LEE FELDMAN, CITY MANAGER

BY: Sean Holway, V.P. of Construction

DATE: _____

DATE: _____

EXHIBIT F
PROJECT SPECIFIC REQUIREMENTS AND PRE-CONSTRUCTION SERVICES FEE

3.3.4 LEED Certification. The LEED Certification level is established at **GOLD** level. N/A

3.3.6 Initial Construction Schedule Deadline

- With Advanced Schematic Design submittal or
- With GMP submittal

3.4.3 Construction Manager's Contingency shall be no greater, as a percentage of the estimated Cost of the Work, than the following at each of the following phases:

ten percent (**10 %**) at Conceptual Schematic Design

eight percent (**8 %**) at Advanced Schematic Design

six percent (**6 %**) at Design Development

five percent (**5 %**) at (**60 %**) Construction Documents

three percent (**3 %**) at the time the GMP proposal is submitted

two percent (**2%**) at the time that Construction Manager has bought out Trade Contracts representing ninety percent (90%) of the Cost of Work or more.

3.4.5 Jobsite Management and Logistics Plan

- with **Design Development** phase submittal or
- no later than **May 29, 2020**

3.4.8 Phased or "Fast-Track" Construction

None

3.5.1 GMP Proposal Submittal Deadline

- upon completion of **sixty** percent (**60 %**) of the Construction Documents.
- thirty (30)** days after completion of the Construction Documents.
- no later than **Month , 0000.**
- Submit on March 18, 2020**

4.1 Pre-Construction Services Fee (if required)

PHASE	FEE
Pre-Design Phase	\$ 0
Conceptual Schematic Design	\$ 0
Advanced Schematic Design	\$ 0
Design Development	\$ 0
60% Construction Documents	\$ 0
100% Construction Documents	\$ 0
Pre-Construction Services	\$ 7,794
Total:	\$ 7,794

4.2 Overhead & Profit. The Construction Manager's Overhead & Profit percentage shall not exceed 10% for the base GMP and 10% for any Change Orders.

4.2.2 Mileage Rate. The mileage rate for authorized travel shall be set by Owner in accordance with state law, as same may be amended or revised from time to time.

Lodging Rate. The maximum reimbursable rate for lodging shall be set by Owner in accordance with state law, as same may be amended or revised from time to time.

Meals. The maximum reimbursable rates for meals shall be set by Owner in accordance with state law, as same may be amended or revised from time to time.

5.1 Liquidated Damages: \$250 per day

EXHIBIT G
PROJECT-SPECIFIC MODIFICATIONS

8.12 Modifications to the Contract for Construction

None

EXHIBIT H
NOTICE TO PROCEED

Pursuant to the Agreement between the The City of Gainesville (“Owner”) and **Akea, Inc.** (“Construction Manager”), for the construction of **Unity Park and Flatwoods Trailhead**, the Owner and the Construction Manager hereby execute this **NOTICE TO PROCEED** and further agree as set forth below.

- 1** Construction Manager shall commence of the Work within ten (10) calendar days after the date indicated on the Notice to Proceed. The date of Substantial Completion for the Project shall be: **December 31, 2020.**
- 2** The date of Final Completion for the Project shall be **twenty-one (21)** days after the date of Substantial Completion.
- 3** The Construction Manager’s Guaranteed Maximum Price (“GMP”) proposal dated **March 19, 2020** attached hereto and incorporated herein, is accepted by the Owner.

FOR THE OWNER:
THE CITY OF GAINESVILLE

FOR THE CONSTRUCTION MANAGER:
AKEA, INC.

BY: PETE MCNIECE, WSPP PROJECT MANAGER

BY: SEAN HOLWAY, AKEA INC. PROGRAM MANAGER

DATE:

DATE: