

# AGREEMENT FOR CONSTRUCTION MANAGEMENT FOR MINOR PROJECTS

## EXHIBIT A CONSTRUCTION MANAGER'S PERSONNEL

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- 1.2 Sean Holway, P.E. – Program Manager/Civil Engineer**  
**Jamey Clayton - Project Manager**  
**Lowell McGuire - Site Superintendent**  
**Jennifer Combs – Admin/Accounting**

**EXHIBIT B**

**COVER SHEET FOR GENERAL TERMS AND CONDITIONS**

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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**

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**Description of Project**

Owner Project No: N/A  
Owner Project Name: Duval Park Boardwalk Replacement  
Location/Address: 520 NE 21<sup>st</sup> St, Gainesville, FL 32641  
Description: Project Scope, dated: July 27, 2018

**1.5/3.3 Documents and Guidelines**

- 1. CITY OF GAINESVILLE DUVAL STORMWATER PARK NATURE PATH, dated August 2008
- 2. BOARDWALK MODEL SET, Sheet A0.01, dated 04-14-2009
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

**EXHIBIT D**  
**PROJECT DESIGN AND CONSTRUCTION SCHEDULE**

**1.2/3.4 Project Design and Construction Schedule\***

<b>MILESTONE/TASK</b>	<b>START DATE</b>	<b>END DATE</b>
Guaranteed Maximum Price (GMP) Proposal	08/10/2018	08/13/2018
Execute Agreement	08/27/2018	08/27/2018
Issue Notice to Proceed	09/03/2018	09/03/2018
Final Design / Bid Package Creation	09/04/2018	10/05/2018
Bidding	10/08/2018	11/05/2018
Permitting	10/08/2018	11/05/2018
Perform Construction	11/12/2018	02/12/2019
Substantial Completion	02/13/2019	2/28/2019
Final Completion	03/01/2019	03/01/2019

\*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 **Duval Park Boardwalk Replacement**, 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: **February 13, 2019.**
- 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 **August 10, 2018** 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 \$ **476,226**

**6 Construction Services GMP**

SUMMARY OF COSTS	GMP
GENERAL CONDITIONS - 1	\$ 67,014
PRE-CONSTRUCTION SERVICES	\$ 16,000
CIVIL CONSTRUCTION - 1 - Demolition/Landscaping	\$ 47,568
CIVIL CONSTRUCTION - 2 - New Construction	\$ 77,391
STRUCTURAL – 1 - PIERS	\$ 38,251
ARCHITECTURAL CONSTRUCTION - 1	\$ 41,661
ELECTRICAL CONSTRUCTION - 1	\$ 1,500
Labor Burden	\$ 76,698
Sales Tax	\$ 6,709
OverHead	\$ 37,279
Profit/CM Fee (10%)	\$ 41,007
Contingency	\$ 13,532
Payment and Performance Bonds	\$ 11,615
<b>GMP Total:</b>	<b>\$ 476,226</b>

**FOR THE OWNER:**  
THE CITY OF GAINESVILLE

**FOR THE CONSTRUCTION MANAGER:**  
AKEA, INC.

BY: ANTHONY LYONS, CITY MANAGER

BY:   
Anthony J. Kwan, President

DATE:

DATE: **8/10/2018**

## 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 **August 30, 2018**
- 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 August 10, 2018**
- 4.1 Pre-Construction Services Fee (if required)**
- | PHASE                       | FEE              |
|-----------------------------|------------------|
| Pre-Design Phase            | <b>\$ 4,000</b>  |
| Conceptual Schematic Design | <b>\$</b>        |
| Advanced Schematic Design   | <b>\$</b>        |
| Design Development          | <b>\$ 6,000</b>  |
| 60% Construction Documents  | <b>\$ 3,000</b>  |
| 100% Construction Documents | <b>\$ 3,000</b>  |
| <b>Total:</b>               | <b>\$ 16,000</b> |
- 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**

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**8.12 Modifications to the Contract for Construction**

None

**EXHIBIT H**  
**NOTICE TO PROCEED**

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Pursuant to the Agreement between the The City of Gainesville (“Owner”) and **Akea, Inc.** (“Construction Manager”), for the construction of **Duval Park Boardwalk Replacement**, 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: **February 13, 2019.**
- 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 **August 10, 2018** attached hereto and incorporated herein, is accepted by the Owner.

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**FOR THE OWNER:**  
THE CITY OF GAINESVILLE

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**FOR THE CONSTRUCTION MANAGER:**  
AKEA, INC.

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BY: ELIZABETH WAITE, WSPP PROJECT MANAGER

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BY: SEAN HOLWAY, AKEA INC. PROGRAM MANAGER

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DATE:

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DATE: