

AGREEMENT FOR CONSTRUCTION MANAGEMENT FOR MINOR PROJECTS

**EXHIBIT A
CONSTRUCTION MANAGER'S PERSONNEL**

1.2 Project Team

Project Manager: Ryan Amerson

Superintendent: TBD

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: Northside Park
Location/Address: 5701 NW 34th Blvd, Gainesville, FL 32653
Description: Redevelopment of park features, including additional parking and associated drainage improvements, sport court renovations and addition, table games, new playground, outdoor patio area off the senior recreation center, and structures for seating and shade. Improvements to the disc golf course will also be facilitated as part of this project. Dated: 05/02/19

1.5/3.3 Documents and Guidelines

1. Follow construction plans per DRMP Inc and Manley Design LLC designs, dated January 2019
2. Adhere to the Florida Building Code
3. Agreement for Construction Management for Minor Projects between City of Gainesville and Scherer Construction of North Florida, LLC dated March 22, 2018
4. _____
5. _____
6. _____

**EXHIBIT D
PROJECT DESIGN AND CONSTRUCTION SCHEDULE**

1.2/3.4 Project Design and Construction Schedule*

PROJECT TASK	START DATE	END DATE
Guaranteed Maximum Price (GMP) Proposal Submittal	05 02 2019	05 02 2019
City Commission – GMP Approval	05 17 2019	05 17 2019
Contract Execution	05 20 2019	05 20 2019
Purchase Order Cut	05 21 2019	05 22 2019
Conformance Plan Set/Department of Doing Approval	05 23 2019	05 24 2019
Notice to Proceed	05 27 2019	05 27 2019
GMP Public Advertisement	05 28 2019	06 17 2019
Pre-Bid Conference	06 18 2019	06 18 2019
Bid Compilation	06 19 2019	07 02 2019
Bid Opening	07 03 2019	07 03 2019
Execute Agreements w/ Subs	07 04 2019	07 17 2019
Product Submittals & Procurement	07 18 2019	08 07 2019
Mobilize to the Site	08 08 2019	08 14 2019
Erosion Control & MOT	08 15 2019	08 20 2019
Demolition	08 21 2019	09 03 2019
Strip Site	09 04 2019	09 19 2020
Earthwork	09 20 2019	10 17 2019
Site Electrical	10 18 2019	12 19 2019
Utilities	10 18 2019	11 27 2019
Racquetball Court	10 18 2019	12 04 2019
Subgrade	11 28 2019	12 06 2019
Picnic Pavilions	12 10 2019	12 30 2019
Concrete and Sidewalks	12 10 2019	01 13 2020
Play Equipment	01 14 2020	01 23 2020
Paving	01 14 2020	01 22 2020
Sails and Shade Structures	01 24 2020	02 10 2020
Hardscape Items	01 24 2020	02 05 2020
Landscaping	01 28 2020	02 14 2020
Signage	02 17 2020	02 19 2020
Substantial Completion	02 20 2020	02 20 2020
Final Completion	03 03 2020	03 03 2020

*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 **Scherer Construction of North Florida LLC** (“Construction Manager”), for the construction of **Northside Park**, 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 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 20, 2020.**
- 2 The date of Final Completion for the Project shall be 7 days after the date of Substantial Completion.
- 3 The Construction Manager’s Guaranteed Maximum Price (“GMP”) proposal dated **May 2, 2019** 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 **sixty (60)** days of issuance of the GMP Agreement for Construction Services.
- 5 The Guaranteed Maximum Price is \$

6 Construction Services GMP

SUMMARY OF COSTS	GMP
General Conditions	\$99,221.00
Staffing	
Trade Contracts (cost of work)	\$1,734,796.00
Contingency	\$18,340.00
CM Fee % (does not include Bonds and Insurance)	8%
CM Fee / OH&P	\$146,721.00
GMP Total:	\$1,999,078.00

FOR THE OWNER:
CITY OF GAINESVILLE

FOR THE CONSTRUCTION MANAGER:
SCHERER CONSTRUCTION OF NORTH FLORIDA LLC

BY: INTERIM CITY MANAGER

Ryan Amerson
BY: RYAN AMERSON, ASST. PROJECT MANAGER

DATE:

DATE: 5/2/19

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 8, 2019

3.4.8 Phased or "Fast-Track" Construction
None

3.5.1 GMP Proposal Submittal Deadline

- upon completion of ninety percent (90 %) of the Construction Documents.
- thirty (30) days after completion of the Construction Documents.
- no later than Month , 0000.
-

4.1 Pre-Construction Services Fee (if required)

PHASE	FEE
Pre-Design Phase	\$
Conceptual Schematic Design	\$
Advanced Schematic Design	\$
Design Development	\$
60% Construction Documents	\$
100% Construction Documents	\$
Total:	\$

4.2 Overhead & Profit. The Construction Manager's Overhead & Profit percentage shall not exceed 8 % for the base GMP and 8 % 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: \$500 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 **Scherer Construction of North Florida LLC** (“Construction Manager”), for the construction of **Northside Park**, the Owner and the Construction Manager hereby execute this **NOTICE TO PROCEED** and further agree as set forth below.

- 1 Construction Manager shall commence 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 20, 2020**.
- 2 The date of Final Completion for the Project shall be **seven (7)** days after the date of Substantial Completion.
- 3 The Construction Manager’s Guaranteed Maximum Price (“GMP”) proposal dated **May 2, 2019** attached hereto and incorporated herein, is accepted by the Owner.

FOR THE OWNER:
THE CITY OF GAINESVILLE

FOR THE CONSTRUCTION MANAGER:
SCHERER CONSTRUCTION OF NORTH FLORIDA LLC

BY: WSPP PROJECT MANAGER

BY: RYAN AMERSON, ASST. PROJECT MANAGER

DATE:

DATE: