

AGREEMENT FOR CONSTRUCTION MANAGEMENT/INSPECTION SERVICES FOR THE SHERIFF'S ADMINISTRATION BUILDING AND 911 CALL CENTER DESIGN-BUILD PROJECTS

THIS AGREEMENT made and entered into this 12th day of January 2015, by and between the Board of County Commissioners of Nassau County, a political subdivision of the State of Florida, hereinafter referred to as "County", and Skanska USA Building Inc., a Delaware Corporation authorized to transact business in the State of Florida, whose local office address is located at 111 N. Magnolia Ave., Suite 1150, Orlando, FL 32801, hereinafter referred to as "Construction Manager":

WHEREAS, the County desires to obtain construction management and inspection services for the new construction of the Sheriff's Administration Building and the 911 Call Center; and

WHEREAS, said services are more fully described in the Scope of Services, Attachment "A", which is attached hereto and made a part hereof; and

WHEREAS, the Construction Manager desires to render certain construction management and inspection services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Construction Manager for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF CONSTRUCTION MANAGER

The County hereby agrees to engage Construction Manager, and Construction Manager hereby agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

Construction Manager shall provide management and inspection services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference, and any additional services as may be specifically designated and additionally authorized by the parties.

ARTICLE 3 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Construction Manager's services. The County hereby designates Bob Knott, Facilities Director to act on the County's behalf as Project Manager with respect to the Scope of Services. The Project Manager, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Construction Manager's services.

ARTICLE 4 - TERM OF AGREEMENT

The term of this Agreement shall be for a sixteen (16) month period beginning on the date first written. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Construction Manager.

ARTICLE 5 - COMPENSATION

5.1 The County shall pay Construction Manager in accordance with the provisions contained in the "Fee Schedule", which is attached hereto as Attachment "B", and incorporated herein as if set forth in full.

5.2 Construction Manager shall prepare and submit to the Project Manager for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Construction Manager for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Construction Manager if any invoice or report is found to be unacceptable and will specify the reasons therefor.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement. However, the recommendations, advice, budgetary information and schedules to be furnished by Construction Manager under this Agreement shall not be deemed to be representations, warranties, or guarantees or constitute the performance of licensed professional services. Further, Construction Manager shall not be required to provide professional services that constitute the practice of architecture or engineering. Construction Manager shall cause any such services to be provided by a properly licensed design professional.

5.4 Final Invoice: In order for both parties herein to close their books and records, the Construction Manager will clearly state "Final Invoice" on the Construction Manager's final/last billing to the County. This indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on the project.

ARTICLE 6 - STANDARD OF CARE

Construction Manager shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Construction Manager shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care. Notwithstanding the above, Construction Manager's

liability arising out of or in connection with the performance or nonperformance of any or all Services or other obligations under this Agreement shall not exceed the total amount paid to Construction Manager under this Agreement, whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omissions or otherwise; except that such limitation of liability shall not apply to: (a) Construction Manager's indemnity obligations for claims asserted against the County by third parties for personal injury or tangible property damage caused by the negligence of the Construction Manager or its employees; and when additional amounts are paid from the professional liability insurance Construction Manager is required to maintain pursuant to the terms of this Agreement.

ARTICLE 7 - DOCUMENTS

The documents which comprise this Agreement between the County and the Construction Manager are attached hereto and made a part hereof and consist of the following:

- 7.1** This Agreement;
- 7.2** The Scope of Services attached hereto Attachment "A";
- 7.3** Fee Schedule attached hereto as Attachment "B";
- 7.4** Request for Proposals for Construction Management/Inspection Services, Bid No. NC14-017;
- 7.5** Proposal submitted by Construction Manager in response to the Request for Proposals for Construction Management/Inspection Services, Bid No. NC14-017;

7.6 Any change orders, written amendments or modifications to this Agreement.

ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Construction Manager agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Construction Manager certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Construction Manager represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 10 - INDEMNIFICATION

Construction Manager shall indemnify and hold harmless the County and its officers and employees from third party liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Construction Manager and other persons employed or utilized by the Construction Manager, in the performance of the contract, which result in personal injury, property damage or death.

ARTICLE 11 - INDEPENDENT CONTRACTOR

Construction Manager undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have the right to observe and require such performance as specified herein. Construction Manager shall work closely with the County in performing services under this Agreement.

ARTICLE 12 – EXTENT OF AGREEMENT

12.1 This Agreement represents the entire and integrated agreement between the County and Construction Manager and supersedes all prior negotiations, representations, or agreement, either written or oral.

12.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 13 - COMPLIANCE WITH LAWS

In performance of the services, Construction Manager will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 14 - INSURANCE

14.1 The Construction Manager shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Construction Manager, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements.

14.1.1 Worker's Compensation: Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.2 Comprehensive General Liability: Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. County is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.3 Professional Liability:

- a. Construction Manager agrees to maintain Professional Liability with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement.
- b. Construction Manager shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the Construction Manager shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
- c. If there is a change that reduces or restricts the coverage carried during the Agreement, the Construction Manager shall notify the County within thirty (30) days of the change.

14.1.4 Comprehensive Automobile Liability: Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles
- c. Hired and Non-Owned Vehicles
- d. Employee Non-Ownership

- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

14.1.5 Umbrella Policy: Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

- a. \$1,000,000 per occurrence
- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
- c. Auto liability: Underlying Combined single limit of \$1,000,000.
- d. Employers' Liability: Underlying limit \$500,000/\$500,000/\$500,000.
- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) day's written notice of cancellation and/or restriction.

14.2 Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of

Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Construction Manager except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Construction Manager. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

14.3 Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Construction Manager shall provide the County with financial information concerning any self insurance fund insuring Construction Manager. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

ARTICLE 15 – ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1 Termination for Convenience: This Agreement may be terminated by the County for convenience, upon written notice to Construction Manager. In such event, the Construction Manager shall be paid its compensation for services performed prior to the termination date. In the event that the Construction Manager abandons this Agreement or causes it to be terminated, Construction Manager is liable to the County for any and all loss pertaining to this termination.

16.2 Default by Construction Manager: In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Construction Manager neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Construction Manager to cure.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Construction Manager shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Construction Manager's performance of the Services to be proprietary unless such information is available from public sources. Construction Manager shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the County nor Construction Manager shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Construction Manager of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

20.4 Neither Party shall be liable under or in connection with this Agreement for any punitive or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue, loss of actual or anticipated profit, increased cost of construction or cost of capital, whether based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error and omission

or otherwise, and each Party hereby releases the other from any such liability. Nothing in this Section 20.4 shall limit County's payment obligations under the Agreement.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The County and Construction Manager each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 22 - CONTINGENT FEES

The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

Construction Manager shall be required to work in harmony with other Construction Managers relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 24 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

25.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-491-7377
Fax: 904-321-2658
cyoung@nassaucountyfl.com

With a copy to the County Attorney at the same address.

CONSTRUCTION MANAGER:

Skanska Integrated Solutions (SIS)
Skanska USA Building Inc.
111 N. Magnolia Ave. Suite: 1150
Orlando, FL 32801
Email: john.clark@skanska.com

25.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be

directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

25.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Construction Manager and County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,
Board of County Commissioners**



PAT EDWARDS

Its: Chair

Date: 1-12-15

ATTEST TO CHAIR
SIGNATURE




JOHN A. CRAWFORD

Its: Ex-Officio Clerk

MES
01-13-15

Approved as to form and legal
sufficiency:



MOLLIE M. GARRETT, Esq.

Attachment A
Scope of Services for
Construction Management/Inspection Services
Board of County Commissioners, Nassau County, Florida

1. OVERVIEW

- 1.1 The individual or firm, referred to as “Construction Manager”, shall perform construction management and inspection services for the construction of the new Sheriff’s Administration Building and 911 Call Center located within the complex of the Robert M. Foster Justice Center in Yulee, Florida.
- 1.2 The Construction Manager is expected to provide management and inspection for both projects simultaneously in various phases of construction and project close out.
- 1.3 The work effort for each project must be a “standalone” set of documents to support the individual projects.
- 1.4 The Construction Manager will work under the direction of Nassau County’s Project Manager.

2. PRE-CONSTRUCTION

- 2.1 Review and familiarize itself with all contract documents, drawings, specifications, shop drawings, submittals, surveys, and tests concerning the condition of existing facilities and the site.
- 2.2 Meet with County Project Manager prior to the issuance of the Design-Builders Notice to Proceed for the construction phase.
- 2.3 Attend a pre-construction meeting with the County and the Design-Builder.
- 2.4 Coordinate with utility companies.

3. CONSTRUCTION

- 3.1 Monitoring contractor’s performance and enforce all requirements of applicable codes, specifications and contract drawings.
- 3.2 Monitoring and coordinate the project construction schedules throughout the course of construction to assure that it meets the requirements of the County and that County activities support the Design/Builder’s schedule. Advise the County on issues potentially impacting timely completion.
- 3.3 Reviewing working days, contract time and documenting time extensions.
- 3.4 Conduct on-site observations and spot checks of the work in progress as a basis for determining conformance of work, materials and equipment with the contract and construction documents. Construction field observations shall consist of visits to the site

at intervals appropriate to the stage of construction or as otherwise agreed in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications.

- 3.5** Contract Monitoring Tasks: The Construction Manager will maintain close coordination with the Design-Builder's representative for performance of day-to-day construction activities to ensure close monitoring of the cost and constructability of the project. Tasks may include maintaining records of payments on account and all changes thereto, evaluation of Applications for Payment and certification thereof; and review and evaluation of expense data submitted by the Design-Builder or Contractors for work performed.
- 3.6** Provide the Owner with supplemental documentation related to additional work, quotation requests, construction change directives, change orders or minor changes in work. Tasks may include, but not be limited to:
- Review of proposals from Contractor(s) for reasonableness of quantities and costs of labor and materials;
 - Review and recommendations relative to changes in time for Substantial Completion;
 - Participate in negotiations with Contractors relative to costs of work proposed to be added, deleted or modified;
 - Assisting in the preparation of appropriate modifications of the Design-Build Contract;
 - Coordination of communications, approvals, notifications and record-keeping relative to changes in the work.
 - Preparation, reproduction and distribution of drawings, specifications and interpretations in response to requests for clarification by the Design-Builder or the Owner and as required by construction exigencies;
 - Forwarding Owner's instructions and providing guidance to the Design-Builder on the Owner's behalf relative to changed requirements and schedule revisions; and preparing documentation to describe any potential defective work and assisting with the remediation.
- 3.7** Monitor potential issues and conditions that could impact the construction schedule and costs. Potential issues and conditions may include, but not be limited to: delays in permitting and inspections; untimely delivery or unavailability of construction materials, equipment or labor; or potential defective work. The Construction Manager will monitor project activities and anticipate, whenever possible, any conditions that may have a negative impact on the project.
- 3.8** Coordinate with the Design-Build Contractor for project-related construction tasks performed by the Owner's own forces or separate contractor(s). Specific elements of the project may be contracted separately or performed by Nassau County's own forces. The Construction Manager will oversee all work that falls into this category and coordinate its implementation with the Design-Builder so as not to cause any disruption or delay in the overall project schedule.

- 3.9** Work related to this scope may include the review of Contractor submittals with reasonable promptness in order to coordinate with Owner to revise, approve or reject work in conformance with the construction documents, schedule and budget.
- 3.10** Maintain PDF electronic record copy of contracts, drawings, specifications, addenda, change orders and other modifications, in good order, and in addition, all approved shop drawings, product data, samples, and similar required submittals.
- 3.11** Maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. Reports shall include, but are not limited to the following:
- Maintain and furnish to the owner a report of site activities for each day on site.
 - Hours worked by men and equipment as recorded in the daily reports from design-builder
 - Maintaining well-organized photographic/video records; filed by event, date, or problem, relationship to problem or RFI, etc. in such a manner as to facilitate ease of recovery after project completion.
 - Record weather conditions each day on site and maintain NOAA weather records for use in determining acceptable schedule modifications by design-builder.
- 3.12** Inspection is required on an as-needed basis, or as requested by the County, with the appropriate equipment required to inspect the activity for that day.
- 3.13** It is anticipated that the average work week will fluctuate based on work activity.
- 3.14** The Construction Manager will advise the County, in a timely manner, of situations which have increased, or may increase the cost of the Project; may cause a delay in the completion of the Project; has or may result in the installation of work or material which is not acceptable and in accordance with plans and specifications developed for the Project.
- 3.15** Schedule and conduct on-site progress meetings involving the County and the Design/Builder, to review, resolve and plan in areas such as budget, schedules, and quality. Meeting minutes will be recorded and distributed, including an Outstanding Action Item Log, detailing the status of key decisions, responsibility and required timing.
- 3.16** Participate in Project Status Meetings with County, upon request or in interval set forth by County Administrative staff.
- 3.17** Nassau County expects the on-site inspections to cover all aspects of the construction activities, i.e. job safety, good construction practice, soils preparation, foundations, concrete, masonry, structural steel, electrical, lightning grounding system, structural steel and roofing.
- 3.18** Inspector shall give special attention and documentation for Vapor Barrier installation and maintenance.

- 3.19 With County maintenance personnel, the Design/Builder, and commission agent, the Construction Manager will observe the trade contractors' final testing and start-up of utilities, components, integrated systems, and equipment.
- 3.20 Ensure, to be best our Construction Manager's ability, contractor properly provides for the safety of the workers.
- 3.21 Review requests for changes; submit written recommendations to the County.
- 3.22 Initial reporting and management of claims.
- 3.23 Review contractor's Request for Information (RFI); submit written recommendation to the Project Manager.
- 3.24 Reviewing applications by the Design/Builder and other entities under contract with the County for this Project for progress and final payments.
- 3.25 Coordinate with Design/Builder all inspections to determine whether the Work is substantially complete, including review and feedback regarding the Design/Builder's punch list.
- 3.26 Receive and review for completeness all manuals, warranty information, and record drawings for delivery to the County.
- 3.27 The Construction Manager will make all records available to the County during the performance of the work and upon completion of the Project will deliver them to the County in electronic and paper form for the audit.

4. SAMPLING AND TESTING

- 4.1 Coordinate scheduled permitting, licenses and inspections with the contractor. Services shall consist of, but not limited to:
 - Administration and coordination of field testing required by the contract documents;
 - Reviewing scope of work, standards, procedures and frequency of testing and inspections, when appropriate;
 - Arranging and conducting testing and inspection on Owner's behalf;
 - Notifying inspection and testing agencies of status work requiring testing and inspection;
 - Evaluating compliance by testing and inspection agencies with required scope, standards, procedures, and frequency; and
 - Review of reports on inspections and tests and notifications to Owner and contractor(s) of observed deficiencies of Work.
- 4.2 Perform field inspection and other quality control activities, including necessary materials testing.
- 4.3 Inspector shall perform the required slump testing, sampling and core testing to determine strengths of each concrete pour.

- 4.4 Inspector will perform all required floor flatness and levelness testing to insure that the finish slab is level and flat.
- 4.5 Determining materials sampling, testing requirements and provide acceptance testing services in compliance with local agency's Quality Assurance Program.

5. **PROJECT CLOSEOUT SERVICES**

5.1 Tasks may include but not be limited to:

- A detailed inspection with the Owner's Designated Representative for conformity of the work to the contract documents to verify the list submitted by the Design-Builder of items to be completed or corrected;
- Coordination of issuance of Certificate(s) of Substantial Completion;
- Inspection(s) upon notice by the Design-Builder that the work is ready for final inspection and acceptance;
- Notification to Owner and Design-Builder of deficiencies found in follow-up inspection(s), if any;
- Final inspection with the Owner's Designated Representative to verify final completion of the work; and
- Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.

6. **POST-CONSTRUCTION SERVICES**

- 6.1 Coordinate with the Design-Builder to provide complete Project records including Project Manual and CAD drawings corrected to show all construction changes, additions, and deletions compared to the Construction Document (As-Builts).
- 6.2 Completing all project documentation including, but not limited to, change order summary, final detail estimate, project acceptance documentation, and claims management/resolution.
- 6.3 Preparing a final construction project report following Certificate of Occupancy issuance.

7. **PERSONAL QUALIFICATION REQUIREMENTS**

- 7.1 All inspectors will be certified in each discipline that is assigned.
- 7.2 **PROJECT MANAGER/INSPECTOR:** High school graduate or equivalent plus a minimum ten (10) years of experience in construction industry. To be in primary control, an Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned. Must have the following:

7.2.1 Qualifications:

- Construction Manager is a Certified Contractor, in the State of Florida

- Leadership in Energy and Environmental Design (LEED) Accredited Professional is preferred but not required, but must have an understanding of the LEED Process and requirements.
- Project Management Institute (PMI) Certified Project Management Professional (PMP) or/and Construction Management Association of America (CMAA) Certified Construction Manager (CCM) designation(s) is/are preferred.
- Inspector is a Registered Roof Observer (RRO)

7.2.2 Responsible for performing Construction Management services for the project which will consist of all aspects of oversight of the construction activities, i.e. Job Safety, Good Construction Practice, Soils preparation, foundations, concrete, masonry, structural steel, electrical, lightning grounding system, structural steel and roofing. Work is performed under the general supervision of the Nassau County Project Manager.

7.3 Construction Manager must have knowledge and experience in understanding, interpreting, and monitoring Critical Patch Schedules.

8. OFFICE SPACE

8.1 In accordance with the Project Requirements & Provision of Work, Section IV, Article 18.02, the Design-Builder is required to provide on the jobsite an office of useful floor area for the exclusive use of the Owner's Construction Manager. The Design-Builder is required to provide a weather-tight structure with adequate heating and cooling, toilet facilities, lighting, ventilation, a standard size office desk and chair, computer station, and working communications facilities.

Skanska Integrated Services (SIS)

**Projected Monthly Lump Sum Invoice Amounts for Construction Management Services
Nassau County, FL - Sheriff's Administration Bldg and 911 Call Center Project**

Project Breakdown for Billing Review	Acon Proposed Construction Value	% of Sum
Admin Bldg	\$ 6,896,000	80%
911	\$ 1,710,000	20%
Total Values:	\$ 8,606,000	100%

		%	Duration	Mo. LS CM Invoice Amt.:
Admin Bldg LS Breakout:	\$ 79,906	80%	13	\$ 6,146.60
911 Call Cntr LS Breakout:	\$ 19,814	20%	8	\$ 2,476.78
Construction Manager Cost:	\$ 99,720	Value does not include testing services cost		

Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Sum Totals
911 Call Center	\$ -	\$ 2,477	\$ 2,477	\$ 2,477	\$ 2,477	\$ 2,477	\$ 2,477	\$ 2,477	\$ 2,477							\$ 19,814
Admin Bldg.	\$ -	\$ -	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 79,906
Projected Monthly CM Invoice Amt.*:	\$ -	\$ 2,477	\$ 8,623	\$ 8,623	\$ 8,623	\$ 8,623	\$ 8,623	\$ 8,623	\$ 8,623	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 6,147	\$ 99,720

* Value's do not include materials testing and review services;

Construction materials testing and special inspections - Estimated Not-to-Exceed Fee \$18,647.00 (see amec proposal attached); It is understood that these services will be charged based on actual testing and special inspections performed. The cost may fluctuate based on actual test performed or design changes.

Total Contract Value: \$118,367.00



3901 Carmichael Avenue
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 (904) 398-6173
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Nassau County Sheriff Administrative and 911 Centers

CONSTRUCTION SERVICES FEE ESTIMATE

tasks	UOM	Rate	est. on site hrs, per trip	travel time, per trip	estimated trips / QTY	Total Hours	Total Fee
<u>Earthwork Testing</u>							
FDTs Foundation, backfilling	hr	\$42	4	1.5	4	22	\$924
FDTs Slab and Sidewalk, and misc	hr	\$42	4	1.5	8	44	\$1,848
Trip Charge, per trip	ea	\$25			12		\$300
Proctors- Modified	ea	\$100			3		\$300
LBR	ea	\$240			2		\$480
							\$3,852
<u>Concrete & Masonry Testing</u>							
Foundations Concrete Sampling	hr	\$42	4	1.5	2	11	\$462
Slabs - Concrete Sampling	hr	\$42	4	1.5	5	28	\$1,155
Miscellaneous-Concrete Placement	hr	\$42	4	1.5	12	66	\$2,772
Compressive Strength Cylinders	ea	\$12			124		\$1,488
Trip Charge, per trip	ea	\$25			19		\$475
							\$6,352
<u>Metals</u>							
CWI Welding Inspection	hr	\$80	4	1.5	5	28	\$2,200
Trip Charge, per trip	ea	\$25			5		\$125
							\$2,325
<u>Site work Testing</u>							
FDTs subgrade, Utility backfill	hr	\$42	6	1.5	5	38	\$1,575
Parking Lot	hr	\$42	4	1.5	8	44	\$1,848
Trip Charge, per trip	ea	\$25			13		\$325
							\$3,748
<u>Project Management, Engineering, and Reporting</u>							
CMT Supervisor / Project Coordinator	hr	\$80				10	\$800
Project Manager / Professional Engineer	hr	\$135				2	\$270
Staff Engineer	hr	\$85				4	\$340
Clerical	hr	\$48				20	\$960
							\$2,370
<u>SUMMARY</u>							
Earthwork Testing							\$3,852
Concrete Testing							\$6,352
Metals							\$2,325
Site Work Testing							\$3,748
Project Management, Engineering, & Reporting							\$2,370
							\$18,647
TOTAL							\$18,647