

GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM
to
AGREEMENT 16-0267JE
for
CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES (“GMP Addendum”) is made and entered into this 7 day of February, 2017, by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of Halfacre Construction Company, incorporated in the State of Florida and registered and licensed to do business in the State of Florida, referred to herein as “Construction Manager”.

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the “Agreement”) under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the Manatee County Sheriff’s Office Warehouse / Freezer Building (as further defined in the Agreement, the “Project”); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. **Establishment of GMP.** Pursuant to Article 5 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

2. **GMP; Contract Documents.** The Construction Manager’s GMP for the Work, including the estimated Cost of the Work (\$1,679,962.00) and the Construction Manager’s Fee (\$83,998.10), is a total of one million nine hundred and one thousand six hundred and fifty dollars (\$1,901,615.10). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

- (a) Exhibit A. Construction Manager's GMP submittal, including Project Plans and Specifications, addenda, a list of all intended vendors and items for consideration of utilization of Owner Direct Purchase (ODP) and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages 1 through 7, dated December 21, 2016;
- (b) Exhibit B. Allowance items, page 8;
- (c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages 9 through 13;
- (d) Exhibit D. Project Schedule, pages 14 through 15, dated January 13, 2017;
- (e) Exhibit E. Alternate Prices, pages 16 through 17; and
- (f) Exhibit F. Unit Prices, pages 18 through 19.
- (g) Exhibit G. Affidavit of No Conflict;
- (h) Exhibit H. Certificate(s) of Insurance;
- (i) Exhibit I. Payment and Performance Bond;
- (j) Exhibit J. Standard Forms:
 - 1- Application for Payment
 - 2- Certificate of Substantial Completion
 - 3- Final Reconciliation/Warranty/Affidavit
 - 4- Change Order

Additional Contract Documents include the Agreement and attached General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the entire Work within one hundred and eighty (180) days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of \$750.00 per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated

damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement, and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this GMP Addendum to be duly executed by their authorized representatives:

HALFACRE CONSTRUCTION COMPANY

By:  _____

Printed Name: John J. Cox III

Title: President

Date: January 26, 2017

MANATEE COUNTY, a political subdivision
of the State of Florida

By:  _____

Printed Name: Melissa M. Wendel, CPPA

Title: Purchasing Official

Date: 2-7-2017

SCHEDULE A
to
GUARANTEED MAXIMUM PRICE ADDENDUM
for
CONSTRUCTION PHASE SCOPE OF SERVICES

The services required for the construction phase shall include, but not be limited to, the following:

1. Development and management of all electronic records in a centralized, automated project management information system including project scheduling. The CONSTRUCTION MANAGER shall provide meeting minutes of all jobsite meetings.
2. Project management to ensure performance of the work in accordance with the resulting Agreement.
3. Construction supervision to ensure compliance with design documents and permitting conditions.
4. Contracting with all sub-contractors, materials suppliers, surveying firms, testing and inspection firms, and equipment suppliers as necessary for the construction of the project.
5. Coordination and cooperation with any third party contracts or contractors that OWNER may provide for this project.
6. Development and administration of quality control systems to assure the work is performed in strict accordance with design requirements and OWNER's objectives.
7. Process payment requests for approval by the design team and appropriate OWNER representatives.
8. Preparation of Owner Direct Purchase Documents pursuant to Section B – Owner Direct Purchase.
9. Provide construction phase accounting and reporting to OWNER.
10. Administration of jobsite safety programs.
11. Providing temporary facilities for use by others.
12. Maintenance of on-site and off-site traffic.

13. Maintenance of all project records.
14. Scheduling of inspections by authorities having jurisdiction over the project.
15. Supervision of third-party testing to assure independence and proper conduct.
16. Oversight of field surveying services.
17. Administer post construction closeout, final completion, and start-up and warranty periods.

SCHEDULE B
to
GUARANTEED MAXIMUM PRICE ADDENDUM
for
OWNER DIRECT PURCHASE

1. Construction Manager shall submit to Owner a list of all intended vendors for consideration of utilization of Owner Direct Purchase (ODP) at the time of Guaranteed Maximum Price (GMP) submission. Owner and Construction Manager agree to utilize Owner Direct Purchase in this project for single items or large quantities of single items of approximately one hundred thousand dollars (\$100,000.00) or greater.
2. The Construction Manager has included Florida state sales tax for material, supplies and equipment in its GMP.
3. Construction Manager shall submit to Owner's Project Manager a change order request to reduce the Agreement by the amount of the ODP purchases and the applicable sales tax. Construction Manager shall submit the vendor's itemized quote with sales tax delineated as well as delivery terms.
4. Owner retains the right at its sole discretion to enforce any of the terms and conditions of the original agreement as related to the provision of the items, materials, and/or equipment under this Agreement. This may include, but not be limited to, retainage defective materials, warranty and adherence to schedule and/or any other contract section deemed to be applicable. Acceptance of this Agreement shall be construed acceptance of these terms.
5. Construction Manager or designee shall sign the delivery receipt and indicate any issues with the delivery of materials. The Owner's Project Manager must also verify the same and sign the delivery receipt. The delivery receipt is required to be submitted to the Owner's Project Manager's fiscal department. Any and all excess ODP material remains the property of the Owner and shall be returned to the Owner upon completion of the project.
6. The Construction Manager shall be responsible to ensure proper materials, quality, condition, and appropriateness for incorporation in the project. This is the same for ODP materials as for all other materials on the project whether covered by ODP purchase or not.
7. Construction Manager shall be responsible for all warranty issues related to the materials and/or equipment purchased through the progression of the project. Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all items, materials and/or equipment as required by the Agreement until project closeout.
8. Notwithstanding the transfer of ODP materials by Owner to Construction Manager's possession, Owner shall retain legal and equitable title to any and all ODP materials.

9. The transfer of possession of ODP materials from the Owner to Construction Manager shall constitute a bailment for the mutual benefit of the Owner and Construction Manager. The owner shall be considered the bailor and the Construction Manager the bailee of the ODP materials. ODP materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the project or consumed in the process of completing the project. Bailee shall have the duty to safeguard, store and protect all ODP materials.

10. Nothing herein contained shall create or be construed as creating a partnership between Owner and Construction Manager or to constitute Construction Manager as an agent of Owner.

EXHIBIT A

Construction Manager's GMP submittal, including Project Plans and Specifications, addenda, a list of all intended vendors and items for consideration of utilization of Owner Direct Purchase (ODP) and General, Supplementary and other Conditions of the Agreement on which the GMP is based

The separately provided Construction Manager's GMP Submittal for the project that forms the subject of this Addendum is hereby incorporated as Exhibit A of same.

EXHIBIT A – GMP SUBMITTAL



December 21, 2016

Manatee County Government
Property Management Dept
1112 Manatee Ave.
Bradenton FL 34205

Attn: Angela Honts

Re: Manatee County Detention Facility Warehouse/Freezer

Dear Ms. Honts

Halfacre Construction Company is pleased to present our GMP & scope review for the construction of the new warehouse/freezer for the Manatee County Detention Facility. Please see below our proposed scope of work with clarifications. This proposal is based only on the following drawings:

Architectural Plans: A-0,A-10,A-11,A-12,A-40,A-41,A-42,A-43,A-44,A-51,A-61,A-62,A-63,A-64,A-65,A-71,A-72,A-73,A-81,CLP-1,C-1,C-2,C-3,C-4,C-5,C-6,C-7,E-1.0,E-2.0,E-3.0,E-4.0,E-5.0,FP-1.0,FP-2.0,FP-3.0,M-1.0,M-2.0,M-3.0,M-4.0,P-1.0,P-2.0,P-3.0,S-0,S-1,S-2,S-3,S-4,S-5,S-6,S-7
Dated 11-4-2016 Prepared by Zoller Autrey Architects.

1. General Requirements

- General liability insurance
- Builders risk insurance
- P&P bond
- Steel certification
- Jobsite supervision
- Project management
- Construction trailer/ supplies
- Temporary utilities for construction
- Temporary fence
- Daily/final clean
- Dumpsters service for construction
- Material testing

2. Site Work

- Construction layout, as-built survey, elevation certification
- BMP- Silt fencing, truck wash
- Site preparation- clearing and grubbing, removal of materials from site
- Remove 250' +/- existing chain link fence & 1 gate
- Imported fill
- Construct building pad, grading, compaction and soil poisoning
- Final Dress



- 6" concrete drive
 - 6" sidewalks with truncated domes
 - **Site Utilities**
 - Complete storm water system
 - Complete sanitary sewer system
 - Complete potable water system
 - Complete underground fire line
 - Supply and install sod on all disturbed areas
3. Concrete
- Termite Treatment
 - Footings with all necessary reinforcement
 - 6" slab-on-grade with necessary reinforcing 3000 PSI
 - Form and pour mud slab for freezer
 - Form and pour interior freezer floor
 - Form and pour walls for truck well
 - Form and pour slab on grade for truck well
 - Form and pour stairs for truck well
 - Form and pour equipment pads
 - Concrete curb W/ angles & painted
4. Masonry
- Supply and install CMU walls with all necessary reinforcing and filled cells & Tie beams
 - Struck block
5. Metals
- Anchor bolts for PEMB connections
 - Embeds for dock leveling equipment
 - (22) 6" concrete filled pipe bollards at cooler doors, overhead doors, entry doors
 - Supply and install steel stair & wall railings
6. Carpentry
- Finish carpentry, install all doors, hardware and trim package
7. Thermal and Moisture
- Roof and wall insulation in PEMB
 - Sound batt insulation in all interior walls and ceilings
8. Openings
- Exterior doors to be painted steel doors installed in welded metal frames with commercial grade finish hardware
 - Interior doors to be 3070 hollow metal doors and frames and glazing
 - Finish hardware
 - Supply and install (3) 10'x10' motor operated overhead rolling doors
 - Supply and install dock bumpers
 - Supply and install elevating dock equipment
 - Supply and install window types A, B, C, D



9. Finishes

- Metal stud framing and 5/8" type X drywall with level 5 finish for walls/ ceilings
- Supply and install rigid insulation in all exterior CMU walls in office area only
- Supply and install VCT and base in bathrooms, IT and office
- Exterior and interior paint
- Paint of interior mainframes of PEMB only.

10. Specialties

- Fire extinguishers
- ADA bathroom accessories
- Impact rated louvers/ exhaust fans
- Storage Rack System

11. Equipment and Appliances – NOT INCLUDED

12. Furnishings – NOT INCLUDED

13. Special Construction

- Pre-Engineered Metal Building to meet 140 MPH wind load
- 19' Eave ht AFF
- Design and engineering of PEMB
- 26 GA. SSR metal roof with Galvalume finish
- 26 GA. PBR wall panel with Kynar finish
- Erection of Pre-Engineered Metal Building
- R-19 VR white vinyl faced metal building roof insulation
- R-11 VR white vinyl faced metal building wall insulation
- Deflections per specifications sheet 5 of 15 section 13 3419
- Optima warranty
- Roof dead load shall be 15 psf for entire building
- Gutters and downspouts

14. Mechanical

HVAC

- Supply and install (1) 2 ton mini split systems for IT room
- Supply and install (1) 1 ton mini split system for office
- Supply and install restroom exhaust fans and duct work.
- Supply and install (2) motorized dampers
- Supply and install (3) 4' x 4' interior louvers non Miami Dade
- Test and balance

Refrigeration

- Supply and install 30'x60'x15' freezer
- Supply and install 5" thick insulated wall/ceiling panels with white USDA finish
- Supply and install 4" rigid foam floor insulation with vapor seal
- Supply and install (1) horizontal rolling freezer door with strip curtain and heaters
- Supply and install freezer personal doors with heaters
- Supply and install all refrigeration equipment

Plumbing

- Complete rough in for underground PVC sanitary piping system m
- Complete rough in for underground water supply
- Commercial grade plumbing fixtures as indicated



Fire Suppression system-

- Supply and install ordinary hazard fire suppression system for warehouse
- Supply and install dry fire suppression system for freezer

15. Electrical

- Electrical service feeders, panels and gear
- 1000 amp 3ph MDP, (2) 200A panels
- Surge protection
- Install of FPL 50' conduit to transformer location, conduit supplied by FPL, primary feeder by FPL
- 25 pair copper cat 3 telephone cable
- Supply and install 50' secondary feeder from transformer to MDP
- Supply and install HVAC/ refrigeration electrical connection and feeders
- Supply and install lighting fixtures, site lighting, wiring, switches, occupancy sensors and lighting controls
- Fire alarm
- Directional bore & trench as necessary (4) 2" conduits for fiber optic & 3 hand holes
- Fiber optic cabling 12ct single mode
- Low voltage/ security
- CCTV system 7 cameras included
- Structured cabling System

Potential Owner Direct Purchase Items

- | | | |
|---------------------------------|------------|--------------|
| • Pre-Engineered Metal Building | \$ 152,458 | Varco-Pruden |
|---------------------------------|------------|--------------|

Allowances

- | | |
|-------------------------------------|-----------|
| • FPL connection fees | \$ 25,000 |
| • MC utilities connection fees | \$ 50,000 |
| • IT equipment | \$ 8,000 |
| • MC radio equipment & Install | \$ 16,000 |
| • Testing (soils, concrete) | \$ 10,000 |
| • Testing ATS with generator rental | \$ 1,500 |
| • Exterior building signage | \$ 1,500 |

Exclusions

- Anything not specified above
- Removal of any unforeseen/unsuitable materials not identified on the plans

Respectfully submitted,
Halfacre Construction Company

Reed Giasson
V.P. Operations

**MANATEE COUNTY SHERIFFS OFFICE
WAREHOUSE/FREEZER BUILDING
GUARANTEED MAXIMUM PRICE**

ITEM	DESCRIPTION	SUBCONTRACTOR	GMP BASED C/D PERMIT SET	REMARKS
Div. 5 General Requirements				
	General Liability Insurance		\$ 5,000.00	
	Project Manager @ 1/2 time		\$ 44,200.00	
	Superintendent		\$ 88,400.00	
	Temporary Facilities		\$ 42,291.00	
	Daily/Final Clean		\$ 5,259.00	
	Structural Steel Certification	Dankum Eng.	\$ 1,500.00	
	Surveying & As-Builts	Point Break	\$ 15,000.00	
	Permit		\$ 6,238.00	
	Soil/Concrete Testing Allowance		\$ 10,000.00	
			\$ 217,879.00	
Div. 2A Demolition				
	Remove Existing Fence	Marriott Site	\$ 2,500.00	
			\$ 2,500.00	
Div. 2B Site Construction				
	Construction Fence	Jays Fencing	\$ 2,500.00	
	Earthwork	Marriott Site	\$ 55,278.00	
	Utilities	Marriott Site	\$ 35,910.00	
	Storm Drain	Marriott Site	\$ 27,540.00	
	Sod	Dieters Sod	\$ 6,000.00	
	Soil Poisoning		\$ 1,500.00	
	MC Utilities Connection Allowance		\$ 30,800.00	
			\$ 178,728.00	
Div. 7 Concrete				
	Concrete	Mark Williams Construction	\$ 233,397.00	
	Sidewalks	Mark Williams Construction	\$ 5,356.00	
	Ties and Anchors	Mark Williams Construction	\$ 3,800.00	
	Concrete Paving (Truck Well/Driveway)	Mark Williams Construction	\$ 38,437.00	
			\$ 280,990.00	
Div. 4 Masonry				
	Masonry	Mark Williams Construction	\$ 40,623.00	
			\$ 40,623.00	
Div. 5 Metals				
	Miscellaneous Metals(Angles Etc.)	Just Steel	\$ 12,090.00	
			\$ 12,090.00	
Div. 6 Wood & Plastic				
	Finish Carpentry	Dolphin Innovations	\$ 2,500.00	
			\$ 2,500.00	
	Waterproofing	A & P Painting	\$ 2,500.00	
	Insulation	Dolphin Innovations	\$ 1,000.00	
	Dock Levelers	American Roll Up Door	\$ 13,916.00	
	Dock Bumpers	American Roll Up Door	\$ 2,571.00	
			\$ 19,987.00	
	Doors	HMS	\$ 17,083.00	
	Storefronts	Key Glass	\$ 5,856.00	
	Overhead Doors	American Roll Up Door	\$ 10,609.00	
	Hardware	HMS	\$ 500.00	
			\$ 34,142.00	
	Floor Sealing	A & P Painting	\$ 21,200.00	
	Painting	A & P Painting	\$ 19,900.00	
	Metal Framing & Drywall	Dolphin Innovations	\$ 20,400.00	
	VCT		\$ 1,800.00	
			\$ 63,300.00	
	Bathroom Accessories	Rolling Oak	\$ 2,187.00	
	Signage	Gulf Coast Sign	\$ 800.00	
	Fire Extinguishers	Rolling Oak	\$ 900.00	
	Storage Rack System	Harris Equipment	\$ 35,000.00	
	Exterior Signage Allowance		\$ 1,500.00	
			\$ 40,387.00	
	Metal Building	VP	\$ 152,458.00	
	Optima Warranty	VP	\$ 4,245.00	
	Metal Building Freight	VP	\$ 7,050.00	
	Metal Building Erection	Vanbebber	\$ 52,500.00	
	Metal Building Insulation		\$ 11,600.00	
			\$ 227,853.00	
	HVAC	Power Air Conditioning	\$ 31,945.00	
	Louvers & Vents	Power Air Conditioning	\$ 7,500.00	
	Refrigeration (Freezer)	Dryson Refrigeration	\$ 154,000.00	
	Plumbing	Aqua Plumbing	\$ 17,955.00	
	Sprinkler System	McDonough Plumbing	\$ 23,820.00	
	Fire Alarm	Simplex Grinnell	\$ 14,563.00	

		\$ 249,793.00
Div. 15 Electrical		
Electrical	Bright Future	\$ 195,300.00
Security Cameras	Convergiant	\$ 24,722.00
TV/Cable/Telephone	Hoff	\$ 11,168.00
Fiber & Conduit	Hoff	\$ 27,500.00
IT Equipment Install Allowance		\$ 8,000.00
MC Radio Equip. Furnish & Install Allowance		\$ 16,000.00
MTS/Generator Allowance		\$ 1,500.00
FPL Connection Allowance		\$ 25,000.00
		\$ 309,190.00

General Requirements	\$ 217,879.00
Demolition	\$ 2,500.00
Site Construction	\$ 178,728.00
Concrete	\$ 280,990.00
Masonry	\$ 40,623.00
Metals	\$ 12,090.00
Wood & Plastic	\$ 2,500.00
Thermal & Moisture Protection	\$ 19,987.00
Doors & Windows	\$ 34,142.00
Finishes	\$ 63,300.00
Specialties	\$ 40,387.00
Special Construction	\$ 227,853.00
Mechanical	\$ 249,793.00
Electrical	\$ 309,190.00
Cost of Work	\$ 1,679,962.00
CM FEE @ 5%	\$ 83,998.10
Sub Total	\$ 1,763,960.10
Project Contingency	\$ 100,000.00
2nd Sub Total	\$ 1,863,960.10
Builders Risk	\$ 9,762.00
Performance & Payment Bond	\$ 27,893.00
GMP	\$ 1,901,615.10

EXHIBIT B

Allowance Items

MCSO Warehouse Freezer Building

SCHEDULE OF ALLOWANCES

Allowance #1	FPL Connection Fees	\$25,000.00 Allowance Lump Sum
Allowance #2	MC Utilities Connection Fees	\$50,000.00 Allowance Lump Sum
Allowance #3	IT Equipment	\$8,000.00 Allowance Lump Sum
Allowance #4	MC Radio Equipment	\$16,000.00 Allowance Lump Sum
Allowance #5	Testing (soils, concrete, steel, etc.)	\$10,000.00 Allowance Lump Sum
Allowance #6	Testing ATS with Rental Generator	\$1,500.00 Allowance Lump Sum
Allowance #7	Exterior Signage	\$1,500.00 Allowance Lump Sum

EXHIBIT C

Assumptions and Clarifications made in preparing the GMP

The separately provided Construction Manager's Assumptions and Clarifications made in preparing the GMP for the project that forms the subject of this Addendum is hereby incorporated as Exhibit C of same.

EXHIBIT C – ASSUMPTIONS & CLARIFICATIONS

Architectural Plans: A-0,A-10,A-11,A-12,A-40,A-41,A-42,A-43,A-44,A-51,A-61,A-62,A-63,A-64,A-65,A-71,A-72,A-73,A-81,CLP-1,C-1,C-2,C-3,C-4,C-5,C-6,C-7,E-1.0,E-2.0,E-3.0,E-4.0,E-5.0,FP-1.0,FP-2.0,FP-3.0,M-1.0,M-2.0,M-3.0,M-4.0,P-1.0,P-2.0,P-3.0,S-0,S-1,S-2,S-3,S-4,S-5,S-6,S-7 Dated 11-4-2016
Prepared by Zoller Autrey Architects.

1. General Requirements

- General liability insurance
- Builders risk insurance
- P&P bond
- Steel certification
- Jobsite supervision
- Project management
- Construction trailer/ supplies
- Temporary utilities for construction
- Temporary fence
- Daily/final clean
- Dumpsters service for construction
- Material testing

2. Site Work

- Construction layout, as-built survey, elevation certification
- BMP- Silt fencing, truck wash
- Site preparation- clearing and grubbing, removal of materials from site
- Remove 250' +/- existing chain link fence & 1 gate
- Imported fill
- Construct building pad, grading, compaction and soil poisoning
- Final Dress
- 6" concrete drive
- 6" sidewalks with truncated domes
- **Site Utilities**
 - Complete storm water system
 - Complete sanitary sewer system
 - Complete potable water system
 - Complete underground fire line
- Supply and install sod on all disturbed areas



3. Concrete

- Termite Treatment
- Footings with all necessary reinforcement
- 6" slab-on-grade with necessary reinforcing 3000 PSI
- Form and pour mud slab for freezer
- Form and pour interior freezer floor
- Form and pour walls for truck well
- Form and pour slab on grade for truck well
- Form and pour stairs for truck well
- Form and pour equipment pads
- Concrete curb W/ angles & painted

4. Masonry

- Supply and install CMU walls with all necessary reinforcing and filled cells & Tie beams
- Struck block

5. Metals

- Anchor bolts for PEMB connections
- Embeds for dock leveling equipment
- (22) 6" concrete filled pipe bollards at cooler doors, overhead doors, entry doors
- Supply and install steel stair & wall railings

6. Carpentry

- Finish carpentry, install all doors, hardware and trim package

7. Thermal and Moisture

- Roof and wall insulation in PEMB
- Sound batt insulation in all interior walls and ceilings

8. Openings

- Exterior doors to be painted steel doors installed in welded metal frames with commercial grade finish hardware
- Interior doors to be 3070 hollow metal doors and frames and glazing
- Finish hardware
- Supply and install (3) 10'x10' motor operated overhead rolling doors
- Supply and install dock bumpers
- Supply and install elevating dock equipment
- Supply and install window types A, B, C, D

9. Finishes

- Metal stud framing and 5/8" type X drywall with level 5 finish for walls/ ceilings
- Supply and install rigid insulation in all exterior CMU walls in office area only
- Supply and install VCT and base in bathrooms, IT and office
- Exterior and interior paint
- Paint of interior mainframes of PEMB only.

10. Specialties

- Fire extinguishers
- ADA bathroom accessories
- Impact rated louvers/ exhaust fans
- Storage Rack System



11. Equipment and Appliances – NOT INCLUDED

12. Furnishings – NOT INCLUDED

13. Special Construction

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- R-19 VR white vinyl faced metal building roof insulation
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- Deflections per specifications sheet 5 of 15 section 13 3419
- Optima warranty
- Roof dead load shall be 15 psf for entire building
- Gutters and downspouts

14. Mechanical

HVAC

- Supply and install (1) 2 ton mini split systems for IT room
- Supply and install (1) 1 ton mini split system for office
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- Supply and install (2) motorized dampers
- Supply and install (3) 4' x 4' interior louvers non Miami Dade
- Test and balance

Refrigeration

- Supply and install 30'x60'x15' freezer
- Supply and install 5" thick insulated wall/ceiling panels with white USDA finish
- Supply and install 4" rigid foam floor insulation with vapor seal
- Supply and install (1) horizontal rolling freezer door with strip curtain and heaters
- Supply and install freezer personal doors with heaters
- Supply and install all refrigeration equipment

Plumbing

- Complete rough in for underground PVC sanitary piping system m
- Complete rough in for underground water supply
- Commercial grade plumbing fixtures as indicated

Fire Suppression system-

- Supply and install ordinary hazard fire suppression system for warehouse
- Supply and install dry fire suppression system for freezer

15. Electrical

- Electrical service feeders, panels and gear
- 1000 amp 3ph MDP, (2) 200A panels
- Surge protection
- Install of FPL 50' conduit to transformer location, conduit supplied by FPL, primary feeder by FPL



- 25 pair copper cat 3 telephone cable
- Supply and install 50' secondary feeder from transformer to MDP
- Supply and install HVAC/ refrigeration electrical connection and feeders
- Supply and install lighting fixtures, site lighting, wiring, switches, occupancy sensors and lighting controls
- Fire alarm
- Directional bore & trench as necessary (4) 2" conduits for fiber optic & 3 hand holes
- Fiber optic cabling 12ct single mode
- Low voltage/ security
- CCTV system 7 cameras included
- Structured cabling System

Potential Owner Direct Purchase Items


- Pre-Engineered Metal Building \$ 152,458 Varco-Pruden

Allowances

- FPL connection fees \$ 25,000
- MC utilities connection fees \$ 50,000
- IT equipment \$ 8,000
- MC radio equipment & Install \$ 16,000
- Testing (soils, concrete) \$ 10,000
- Testing ATS with generator rental \$ 1,500
- Exterior building signage \$ 1,500

Exclusions

- Anything not specified above
- Removal of any unforeseen/unsuitable materials not identified on the plans



John J Cox III

EXHIBIT D

Project Schedule

The separately provided Project Schedule is hereby incorporated as Exhibit D of same.

EXHIBIT D

ID	Task Mode	Task Name	Duration	Start	Finish	Calendar											
						Dec	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter	
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	
1																	
2		BOCC Approve GMP	1 day	Tue 1/24/17	Tue 1/24/17												
3		Prepare PEMB Engineered Shop Drawings	42 days	Wed 1/25/17	Mon 3/6/17												
4		Preconstruction Meeting	1 day	Thu 1/26/17	Thu 1/26/17												
5		PEMB Shop Drawings Review & Approval	14 days	Tue 3/7/17	Mon 3/20/17												
6		Release PEMB for Production	1 day	Tue 3/21/17	Tue 3/21/17												
7		Manufacture & Deliver PEMB	70 days	Wed 3/22/17	Sun 5/28/17												
8		Notice To Proceed	1 day	Tue 4/11/17	Tue 4/11/17												
9		Construction	180 days	Tue 4/11/17	Sun 10/1/17												

Project: MCSO Warehouse Free Date: Fri 1/13/17	Task	Project Summary	Manual Task	Start-only	Deadline
	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Task	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	

EXHIBIT E

Alternate Prices

The separately provided Construction Manager's Alternative Prices for the project that forms the subject of this Addendum is hereby incorporated as Exhibit E of same.



EXHIBIT E – ALTERNATE PRICES

None

A handwritten signature in black ink, consisting of several loops and flourishes, positioned above a horizontal line.

John J Cox III

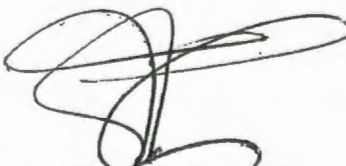
EXHIBIT F

Unit Prices

The separately provided Construction Manager's Unit Prices for the project that forms the subject of this Addendum is hereby incorporated as Exhibit F of same.

EXHIBIT F – UNIT PRICES

None



John J Cox III

EXHIBIT G

Affidavit of No Conflict

The separately provided Affidavit of No Conflict is hereby incorporated as Exhibit G of same.

EXHIBIT G
AFFIDAVIT OF NO CONFLICT

COUNTY OF Manatee

STATE OF Florida

BEFORE ME, the undersigned authority, this day personally appeared, John J. Cox III, a principal with full authority to bind Halfacre Construction Company hereinafter the "Lessee"), who being first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Lessee to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement for



Signature

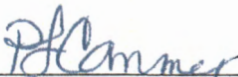
John J. Cox III

SUBSCRIBED to and sworn before me this 16 day of January, 2017.

[Notary Seal]

Notary Public

My commission expires: 5/21/19



Notary Signature

P. L. Commer

Print Name

Personally Known or Produced Identification

Type of Identification Produced _____



EXHIBIT H

Certificate of Insurance

The separately provided Certificate of Insurance is hereby incorporated as Exhibit H of same.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1 W. 4th Street, Suite 1300 Cincinnati OH 45202	CONTACT NAME: Alex Karlage	
	PHONE (A/C, No, Ext): 513-977-4747	FAX (A/C, No): 513-977-4643
E-MAIL ADDRESS: alex_karlage@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Westfield Insurance Company		24112
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 45125376 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CMM 5155438	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CMM 5155438	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CMM 5155438	1/1/2017	1/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased & Rented Equipment			CMM 5155438	1/1/2017	1/1/2018	Limit \$100,000 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is listed as additional insured in regards to General Liability and Automobile Liability, per written contract. Waiver of Subrogation applies in favor of the certificate holder, per written contract, in regards to General Liability and Automobile Liability.
Contractors License #CGC 059556
Project: MCSO Warehouse/Freezer Building

CERTIFICATE HOLDER Manatee County Building Dept 1112 Manatee Ave. W. Bradenton FL 34205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

EXHIBIT I

Payment and Performance Bond

Pursuant to Article 8.2.B, “The Construction Manager shall deliver the required bond to the Owner at least three days before commencement of any Construction Phase services.”

EXHIBIT J

Standard Forms

1. Application for Payment
2. Certificate of Substantial Completion
3. Final Reconciliation/Warranty/Affidavit
4. Change Order

APPROVED in Open Session

Manatee County Board of County
Commissioners

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - February 7, 2017

2/7/17

February 7, 2017 - Regular Meeting
Agenda Item #25

Subject

Guaranteed Maximum Price Addendum to Agreement 16-0267JE, Construction Management at Risk Services for Manatee County Sheriff's Office Warehouse / Freezer Building

Briefings

None

Contact and/or Presenter Information

Contact: Procurement Division - Jacob Erickson, Contracts Negotiator, x3053

Presenter: Property Management Department - Thomas Yarger, Construction Project Manager, x3003

Action Requested

Authorize the County Administrator or his designee to execute the Guaranteed Maximum Price (GMP) Addendum to Agreement 16-0267JE, Construction Management at Risk Services for Manatee County Sheriff's Office Warehouse / Freezer Building with Halfacre Construction Company of Sarasota, Florida, in the not to exceed amount of \$1,901,615.10.

Enabling/Regulating Authority

Manatee County Code of Laws

Background Discussion

On May 24, 2016, the Board of County Commissioners approved Agreement 16-0267JE with Halfacre Construction Company to provide Construction Management at Risk Services for the Manatee County Sheriff's Office Warehouse / Freezer Building. Construction Manager at Risk (CM@R) services include value engineering, constructability, and life cycle cost analyses as well as development and maintenance of a project budget and scheduling and all other work necessary to reach final design to construct the facility within a Guaranteed Maximum Price (GMP).

The Agreement established the Preconstruction Services Fee of \$17,420.00 and during the Preconstruction period the Construction Manager at Risk formed a Guaranteed Maximum Price for the project which is brought for Board of County Commissioners approval in the form of an addendum to the Agreement. Pursuant to the terms and conditions of the Agreement, the Construction Manager has submitted a Guaranteed Maximum Price of \$1,901,615.10 with the construction phase services to be completed within 180 days of the Notice to Proceed.

The GMP shall constitute the guaranteed maximum price to be paid to the Construction Manager for all services rendered and all costs and expenses incurred in connection with the construction of the Project, such that Construction Manager shall constitute a Construction Manager at Risk, bearing all risk and responsibility for any costs exceeding the GMP.

The proposed new construction is for a 12,250 square foot warehouse / freezer building. Project Scope includes all related work required by working drawings and specifications necessary to achieve building Certificate of Occupancy and final site plan approval, and includes, but is not limited to: utility and site work, fiber optic connections, drainage and stormwater, permitting and associated fees, landscaping, and 1800

square feet of freezers.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Reviewed Form of GMP Addendum with Mitchell O. Palmer on January 18, 2016.

Reviewing Attorney

Palmer

Instructions to Board Records

Original to Board Records. Emailed 2/10/17

Email copy of executed Agreement to:

Halfacre Construction Company: Reed Giasson at rgiasson@halfacre.com

Property Management Department: Thomas Yarger at tom.yarger@mymanatee.org

Financial Management Department / Procurement Division: Jacob Erickson at jacob.erickson@mymanatee.org

Cost and Funds Source Account Number and Name

\$1,901,615.10 / 310-6005227 - MCDF: InfrastructureEquipUpgrde*A*

Amount and Frequency of Recurring Costs

N/A

Attachment: [GMP Addendum Department Memo.pdf](#)

Attachment: [Agreement 16-0267JE GMP Addendum Final.pdf](#)

MEMORANDUM



To: Dennis Wallace, Procurement Contracts and Buyer Manager
Purchasing Division

From: Tom Yarger, Construction Services Division Manager
Property Management Department *ty 12/27/2016*

Date: December 27, 2016

Subject: Manatee County Sheriff Warehouse Freezer Building

The Guaranteed Maximum Price (GMP) for the above referenced project has been reviewed by staff. The GMP form is attached for your review. It is recommended that the contract for the **Manatee County Warehouse Freezer Building** be awarded to, **Halfacre Construction Company**, who will act as the County's Construction Manager.

The GMP amount of \$1,901,615.10 is deemed reasonable and has been accepted by the Property Management Department.

The funding source for the contract is Account # 310-6005227.

Please contact Angela Honts, if you have any questions regarding the attached documents.

Thank you for your continued assistance.

cc: Charlie Bishop, Director, Property Management
Major Daniel Kaufman, Manatee County Sheriff Office
Tom Yarger, Construction Services Manager
Angela Honts, Project Manager
Project File

Property Management
Construction Services Division
1112 Manatee Avenue West, Ste. 868
Phone number: (941)749-3017