CM@RISK SERVICES LIBRARY PROJECT
REQUEST FOR QUALIFICATIONS

☐ EVALUATION PROCEDURE
☐ LETTER OF INTENT
☐ EXPERIENCE QUESTIONNAIRE

Statement of Qualifications due December 9, 2009, at 4:00pm E.S.T.
# TABLE OF CONTENTS

PUBLIC NOTICE.................................................................................................................. 3

EVALUATION PROCEDURES................................................................................................. 4

EXPERIENCE QUESTIONNAIRE............................................................................................ 9
PUBLIC NOTICE

LEGAL NOTICE
OF REQUEST FOR QUALIFICATIONS
FOR CONSTRUCTION MANAGER AT RISK SERVICES

PUBLIC ANNOUNCEMENT FOLLOWING PROCEDURES OF THE CONSULTANT’S COMPETITIVE NEGOTIATION ACT, CHAPTER 287.055, LAWS OF FLORIDA

The District Board of Trustees of State College of Florida, Manatee - Sarasota announces Construction Manager at Risk Services will be required by qualified Construction Management firms in the State of Florida to provide pre-design activities, design phase, bid and award phase, construction phase, and minimum One-year Warranty for the following:

Renovation/remodeling or new construction activities and related site development and improvements related to Buildings #8 and #9 and other areas affected by this project. Construction activities are related to the Library, and may include but is not limited to, library services; classrooms; laboratories; offices and related service areas, administrative offices and boardroom, student services and activities, and related work to Utility System improvements; HVAC renovations and replacement, chilled and hot water systems; data center relocation, including voice, video and data networking; electrical systems improvements; stormwater and sanitary sewer system improvements; domestic water supply improvements; building and site security systems; roof replacement; parking lot improvements; safety-to-life upgrades (Fire, Health, Sanitation); ADA upgrades; relocations and set-ups of Relocatables as temporary staging for current course offerings and offices, and other such similar construction activities located at the Bradenton Campus.

Applicant must be a licensed General Contractor in the State of Florida and if a corporation, must be registered by the Department of State, Division of Corporations at the time of application.

Applicants for the Project must apply in writing for consideration. Interested firms must submit their firm’s information required by the Request for Qualifications Application pertaining, but not limited to, each firm’s abilities, current workload, past educational facility experience, and resumes of key personnel. All interested firms should send a representative to register and pick up the (RFQ) from Facilities Planning and Management at 5840 26th Street West, Bradenton, Florida 34207 or send an email request to wagnerp@scf.edu and an electronic copy will be returned to sender. All proposals must be submitted in electronic format on flash drive or CD and using a PDF format. One copy shall be submitted in traditional paper copy. All submittals are due to Facilities Planning and Management at the above address, Attention: Traci C. Steen, Esq., (941) 752-5214, no later than 4:00 P.M., Wednesday, December 9, 2009. The College will not be responsible for any delays in delivery.

Interviews with the Professional Service Selection Committee will occur January 8, 2010, beginning at 9:00 am. Registered applicants, who submitted a completed RFQ, will be notified in writing of any change to the above interview dates at least five (5) days prior to the newly established interview dates.

State College of Florida, Manatee - Sarasota is an Equal Access/Equal Opportunity Employer.
I. GENERAL INSTRUCTIONS

A. This Application shall not be more than 40 pages including the Experience Questionnaire. The Experience Questionnaire and all forms, reports or statements included in this application shall be typed or printed. Any corrections made to the Experience Questionnaire, forms, reports or statements, by the applicant prior to the designated deadline, shall be initialed and dated by the same person signing the Experience Questionnaire.

This application shall be submitted to:

Traci C. Steen, Esq., Associate VP
State College of Florida, Manatee-Sarasota
Facilities Planning and Management
5840 26th Street West,
Bradenton, Florida 34207

Mailing address:
5840 26th Street West,
Bradenton, FL 34207

Deadline: Applications must be received no later than 4:00 P.M. Monday, December 9, 2009. Applications received after the designated deadline will be returned to the applicant unopened. The Owner reserves the right to reject any application deemed to be not in compliance with these instructions.

B. All proposals must be submitted in electronic format on flash drive or CD and using a PDF format. One copy shall be submitted in traditional paper copy, including the Experience Questionnaire and include under separate cover one (1) copy of the audited financial statements as described in Section III, H. Financial Capability, and one (1) copy of the required Letter of Intent from your bonding company.

C. The Experience Questionnaires must contain an original signature of an authorized representative of the responding Firm. If the Firm is a Corporation, furnish proof of good standing by Secretary of State, Division of Corporations and one (1) copy of the current Florida License.

D. The applicant shall respond completely to each of the items on the Experience Questionnaire.

E. Firms responding to this Request for Qualifications must be available for presentations/interviews to the Professional Services Selection Team at a date and time determined by the Owner.

F. Questions concerning this request for qualifications should be directed to Traci C. Steen, Esq., Associate VP, (941) 752-5214.

G. The Owner is not liable for any cost incurred by the applicants prior to the issuance of an executed contract.
II SELECTION PROCESS

A. The Professional Services Selection Committee of State College of Florida, Manatee-Sarasota may consist of members from College sites, staff members from Facilities Planning and Management, a representative of other professional service providers and other such persons as may be deemed appropriate.

B. The Selection Committee shall meet to review all responses received and accepted and shall, through the process outlined in this Request for Qualifications, identify and short list the three (3) or more Firms deemed the most qualified.

C. After the three (3) or more successfully short-listed Firms have been notified, the Selection Committee shall conduct individual Firm presentations/interviews and shall rate each firm in accordance with the guidelines in this Request for Qualifications.

D. The Selection Committee shall recommend and list in priority order a minimum of the three (3) highest-ranking Firms to the District Board of Trustees. The Board will accept, reject or revise the priority order ranking.

E. Upon approval by the District Board of Trustees, the Facilities Planning and Management shall notify the successful Firm of selection and proceed into negotiations.

F. If for any reason this contract cannot be negotiated with that Firm, the Owner reserves the right to award the contract to the next highest ranked firm and begin negotiations accordingly.

III INITIAL SCREENING/SHORTLISTING (100 Total Points)

Respond to the following items on the forms provided in the Experience Questionnaire.

A. General Information: (10 points)
Complete this section of the Experience Questionnaire accurately. The information contained therein is an essential part of the Firm’s overview to be considered here.

B. Ability: (25 points)
Here the Selection Team will consider the past experience of the firm and that of the proposed staff to assign a rating to the firm’s ability to perform. Please indicate Firm’s ability to fully perform (including services provided internally).

C. Related Experience: (25 points)
Complete this section of the Experience Questionnaire accurately. Use a separate form for each completed and current project similar to the size and scope of this project. Please indicate Firm’s ability as it relates to institutional projects, larger in scope and size as well as smaller commercial type projects.

D. Scheduling and Cost Control: (10 points)
Submit the Firm’s schedule compliance and cost control results for each of the projects listed in Section C. The information should describe the Firm’s scheduling and methods of cost control systems.

E. Office Staff: (5 points)
Describe the specific project related capabilities of the Firm’s in-house office staff. Provide a resume of the key personnel who will be in direct support of this project, including, but not limited to the following:

1. Name and title
2. Number of years with this firm
3. Number of years with other firms
4. Experience:
   a) types of projects
   b) Size of projects (dollar value & square footage),
   c) Specific project involvement
5. Education
6. Active registration
7. Other experience and qualifications that is relevant to this project

F. On-Site Field Staff: (10 points)
Describe the ability and experience of the Firm’s key on-site field staff, Project Manager and if applicable, Project Engineers, Project Superintendent, with specific attention to project related experience. Provide a resume of the key personnel who will be in direct support of this project, including, but not limited to the following:

1. Name, title and assignment for this project
2. Number of years with this firm
3. Number of years with other firms
4. Experience:
   a) types of projects
   b) size of projects (dollar value & square footage),
   c) specific project involvement
5. Indicate which projects were fast tracked
6. Education
7. Active registration
8. Other experience and qualifications that are relevant to this project

For items # E7 & # F8 above, appropriately address the individual’s capabilities as they relate to the following technical services:

1. Design Expertise - review and analysis
2. Budget Estimating & Cost Control
3. Life Cycle Cost Analysis
4. Scheduling
5. Quality Control - design and construction
6. Claims Management
7. Project Close-out

With respect to both office and on-site staff, provide an organizational chart, as it will relate to this project, indicating key personnel and their relationships. Indicate each staff member’s assignments and responsibilities. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.
G. Insurance Program  
(No Points Assigned)
Enclosed is a copy of the insurance requirements for this contract. Please review and be prepared to submit Certificate of Insurance on all types of insurance at time of award letter of each component project assigned during the contract period.

H. Financial Capability  
(No Points Assigned)
Complete the Experience Questionnaire and in a separate sealed envelope, submit the Firm’s financial statement, an audited report, with comments and not older than one (1) year. If the most current report has not yet been audited, the previous audited report, with comments, shall accompany the most recent financial statement.

I. Bonding Requirement: Threshold component  
(No Points Assigned)
Bonding the Guaranteed Maximum Price contract is a requirement, therefore, provide a written unconditional statement as set forth in the precise attached unconditional language used in the Letter of Intent form from the Firm’s Bonding Company indicating the Bonding Company’s willingness to bond this project if awarded to this Firm and attach it to the Firm’s Financial Statement. See attached Letter of Intent Form.

J. Information Systems  
(5 points)
Describe the functions and capabilities of the firm’s computer based project management and information systems.

K. Presence in the Community:  
(10 points)
Identify the location of the firm’s office that will have direct responsibility for this project.

IV PRESENTATIONS/INTERVIEWS  
(100 Total Points)

After the Professional Services Selection Team short lists the three (3) or more top ranked Firms, Presentations/Interviews will be scheduled.

Part III Initial Screening/Shortlisting ends with the selection of the three (3) or more top ranked Firm’s. With the beginning of Part IV Presentations/Interviews, a new ranking procedure is established. The three (3) Firms with the highest point totals in Part IV shall be recommended by the Professional Services Selection Team to the Board of Trustees in priority ranked order as Construction Manager for this project.

Time will be allocated for a presentation followed by a question and answer period. During the presentation, the Firms will be expected to address the following:

A. Knowledge of Sites and Local Conditions:  
(15 points)
Demonstrate knowledge of the project sites, local codes and ordinances, local subcontractors and suppliers. Indicate the firm’s ability to deliver quality workmanship in an effective and timely manner.

B. Proposed Project Staff and Functions:  
(25 points)
Identify the following key staff positions and names of the actual staff members to be assigned to those positions for this project: Principal or Project Executive, Office Manager, Project Manager, and Project Engineer, if applicable, and Project Superintendent. Describe their individual ability and experiences and indicate the function of each within the organization and their proposed duties and responsibilities on this project.

C. **Overall Approach and Methodology:** (20 points)
   Demonstrate verbally and/or graphically the plan for performing this project, documenting the services to be provided and showing the interrelationship of all parties.

D. **Cost Control/Value Engineering:** (20 points)
   Demonstrate knowledge and experience in the evaluation of building systems, construction techniques and the recommendations of materials to create an optimum value in meeting the design requirements.

E. **Scheduling this Project:** (20 points)
   As a part of the project approach, propose a scheduling methodology for effectively managing and executing the work in the optimum time. Describe procedures for scheduling and for compliance controls. Identify any current projects and the projected versus the actual schedule.

Enclosures:  
(1) copy of insurance requirements for this contract  
(2) Letter of Intent
EXPERIENCE QUESTIONNAIRE

A. GENERAL INFORMATION

Submitted by: ________________________________
Address: ____________________________________
Telephone: ( ) Fax: ( )
License #: __________________________________
Expiration Date: ______________________________
Check One: A Corporation [ ] A Partnership [ ] An Individual [ ] A Joint Venture [ ]

The Firm acknowledges that information provided in this Experience Questionnaire is for the express purpose of inducing the Owner to whom it is submitted to award a contract to the Firm and further the Firm acknowledges that the Owner may at its discretion, by means which the Owner may choose, determine the truth and accuracy of all statements made by the Firm.

ORGANIZATION

Current Firm Name: ____________________________________________________________
How many Years has this firm been in business? ________________________________
Previous Firm Name: __________________________________________________________
How many years had the previous firm been in business? _______________________
Indicate Firm History (chronology), attach additional sheets as needed.
_________________________________________________________________________
_________________________________________________________________________

If a Corporation, complete the following:
Date of Incorporation _______________________________________________________
State of Incorporation _______________________________________________________ 
President’s name: ___________________________________________________________
Vice President’s name: ______________________________________________________ 
Secretary’s name: __________________________________________________________
Treasurer’s name: __________________________________________________________

If a Partnership, complete the following:
Date of Organization: _______________________________________________________
State whether it is a general or limited partnership:
Name and Address of Partners:
________________________________________________________________________
________________________________________________________________________

State College of Florida, Manatee-Sarasota
CM @ Risk Services Library

Request for Qualifications
11/16/09
If an **Individual** Proprietorship complete the following:

Date of Organization: 
Name of Owner: 

SUBSIDIARY or AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

Name and Address of Subsidiary or Affiliated Companies:

________________________________________________________________________
________________________________________________________________________

Explain in detail the Principal’s interest in this Company and Nature of Business

________________________________________________________________________
________________________________________________________________________

1. Is your Firm currently pre-qualified with any government agency?  
   Yes [ ] No [ ]
   
   If yes, please list agency/agencies:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

2. Within the previous seven (7) fiscal years, has your Firm been denied a contract award on which you submitted the low bid, or been refused pre-qualification?  
   Yes [ ] No [ ]
   
   If yes, please explain:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. Within the previous seven (7) fiscal years, has your Firm failed to complete a project?  
   Yes [ ] No [ ]
   
   If yes, state the name of the project, the Firm responsible, and the reason for failure to complete.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

4. Within the previous seven (7) fiscal years, has your Firm been involved in litigation?  
   Yes [ ] No [ ]
   
   If yes, state the name of the project, the Firm responsible, and explain the nature and current status.

________________________________________________________________________
________________________________________________________________________
5. Within the previous seven (7) fiscal years have there been any liquidated damages, penalties, liens, defaults, or cancellations imposed or filed against your Firm?  

Yes ☐ No ☐

If yes, state the name of the project, the Firm responsible, and explain the nature and current status.

____________________________________________________________________________________

____________________________________________________________________________________

6. Within the previous seven (7) fiscal years, has your Firm declared bankruptcy?  

Yes ☐ No ☐

If yes, please explain:

____________________________________________________________________________________

____________________________________________________________________________________

7. Provide letters of reference and recommendations from previous owners and architects/construction managers and attach to this questionnaire.

B. ABILITY

Firm Name: ______________________________________________________________

Complete the following:

Itemize projects for the previous three (3) year period by:  
Contract Name, Contract Amount and indicate any value of uncompleted work.

C. RELATED BUILDING EXPERIENCE

The next two pages are forms which should be duplicated as necessary to list your firm’s Completed Projects and Current Projects.
**COMPLETED PROJECTS**

Major consideration will be given to the successful completion of previous projects of comparable in scope and complexity.

List the most recently completed projects that best illustrate the experience of the Firm and the current staff being assigned this project. List no less than three (3) nor more than ten (10) projects, nor projects which were completed more than ten (10) years ago. *(Duplicate this page as necessary to list projects)*

### Project Description

<table>
<thead>
<tr>
<th>Project Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location:</td>
<td></td>
</tr>
<tr>
<td>Project Scope:</td>
<td></td>
</tr>
<tr>
<td>Project Size:</td>
<td><em>(gross square feet)</em></td>
</tr>
<tr>
<td>Original Contract Amount:</td>
<td>$</td>
</tr>
<tr>
<td>Final Contract Amount:</td>
<td>$</td>
</tr>
</tbody>
</table>

Explain Differences in Contract Amounts

### Firm’s Role in the Project

<table>
<thead>
<tr>
<th>Firm’s Responsibility:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Construction Manager, General Contractor, Design/Build, etc.)</td>
<td></td>
</tr>
<tr>
<td>Project Staff:</td>
<td></td>
</tr>
<tr>
<td>Principal in Charge:</td>
<td></td>
</tr>
<tr>
<td>Project Manager:</td>
<td></td>
</tr>
<tr>
<td>Superintendent:</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

### Project Duration

<table>
<thead>
<tr>
<th>Completion Dates:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original:</td>
<td></td>
</tr>
<tr>
<td>Revised:</td>
<td></td>
</tr>
<tr>
<td>Actual:</td>
<td></td>
</tr>
</tbody>
</table>

Explain Differences in Completion Dates

### Owner Information

<table>
<thead>
<tr>
<th>Owner:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person &amp; Title:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
<th>( )</th>
<th>Fax: ( )</th>
</tr>
</thead>
</table>

### Architect/Engineer Information

<table>
<thead>
<tr>
<th>Project Architect / Engineer:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
<th>( )</th>
<th>Fax: ( )</th>
</tr>
</thead>
</table>
**CURRENT PROJECTS**

List and indicate the status of current projects under contract as of the date of this Application. Indicate whether the project is in progress or awarded and not yet begun.

*(Duplicate this page as necessary to list projects)*

<table>
<thead>
<tr>
<th>Project Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Project Location:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Project Scope:</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Size:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><em>(gross square feet)</em></td>
<td></td>
</tr>
</tbody>
</table>

| **Total Amount of Your Contract:** | $  |
| **Uncompleted Amount of Contract:** | $  |

<table>
<thead>
<tr>
<th>Firm’s Role in the Project</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Firm’s Responsibility:</strong></td>
<td><em>(Construction Manager, Project Manager, General Contractor, Design/Build, etc.)</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Staff:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Principal in Charge:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Project Manager:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Superintendent:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Other:</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Status:</strong></td>
<td><em>(Awarded &amp; Not Yet Begun, In Progress, In Progress &amp; Stopped, etc.)</em></td>
</tr>
</tbody>
</table>

| **Explanation:** |  |
| **Is the Project on schedule?** | Yes [ ] No [ ] |

| **If no, please explain:** |  |
| **Other:** |  |

<table>
<thead>
<tr>
<th>Owner Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Owner:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Person &amp; Title:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td></td>
</tr>
</tbody>
</table>

| **Telephone:** | ( ) | **Fax:** | ( ) |

<table>
<thead>
<tr>
<th>Architect/Engineer Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Architect/Engineer:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Person:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td></td>
</tr>
</tbody>
</table>

| **Telephone:** | ( ) | **Fax:** | ( ) |
D. SCHEDULING AND COST CONTROL
Shall be included in the response to the RFQ; however, the format may be determined by the Construction Manager.

E. OFFICE STAFF
Shall be included in the response to the RFQ; however, the format may be determined by the Construction Manager.

F. ON-SITE FIELD STAFF
Shall be included in the response to the RFQ; however, the format may be determined by the Construction Manager.

G. INSURANCE PROGRAM
Review insurance requirements as set forth in Article 13 of the contract as attached hereto.

H. FINANCIAL CAPABILITY
Financial Capability shall be submitted under a separate cover along with the Bonding Requirement.

I. BONDING REQUIREMENT
Bonding Requirements shall be submitted under a separate cover including the attached unconditional letter of intent. Submit with the Financial Statements set forth in Section H.

J. INFORMATION SYSTEM
Shall be included in the response to the RFQ; however, the format may be determined by the Construction Manager.

K. PRESENCE IN THE COMMUNITY
Shall be included in the response to the RFQ; however, the format may be determined by the Construction Manager.
The enclosed financial information, the Firm’s financial statement and Bonding Company’s letter of intent as required by this Request for Qualifications is a true and accurate representation of the financial status of this Firm.

The undersigned certifies that he/she is a principal or officer of the Firm, authorized to sign on behalf of the Firm and certifies that all information included within this application is true and accurate and that all statements of intent or proposed future action (including the assignment of personnel and the provisions of services) will be honored by the Firm if awarded the contract.

For and on behalf of the Firm

__________________________________________
(Signature)

__________________________________________
(Typed name)

__________________________________________
(Title)
ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity

(1) The Construction Manager agrees to indemnify and hold the Owner harmless from all claims for bodily injury and property damage (other than the Work itself and other property insured under Article 13.2(3)) that may arise from the Construction Manager's operations under this Agreement.

(2) Loss Deductible Clause - The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Construction Manager and/or subcontractor providing such insurance.

(3) The foregoing indemnity shall survive the completion and/or termination of this Agreement.

13.2 Construction Manager's Insurance

(1) The Construction Manager shall not commence any construction Work in connection with this Agreement until he has obtained all of the following types of insurance with coverage, limits, and terms delineated in Article 13.2 and such insurance has been approved by the Owner, nor shall the Construction Manager allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

(2) Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the Work, of this Project and, in case any Work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous Work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

(3) Construction Manager’s Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

(a) Construction Manager's Comprehensive General Liability Coverage, Bodily Injury & Property Damage Each Occurrence, Combined Single Limit $500,000

(b) Automobile Liability Coverage, Bodily Injury & Property Damage Each Occurrence, Combined Single Limit $100,000
(c) Excess Liability, Umbrella Form $4,000,000 Each Occurrence,
Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

(4) Subcontractor’s Public Liability and Property Damage Insurance - The Construction Manager shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

(5) Owner’s and Construction Manager’s Protective Liability Insurance - The Construction Manager shall procure as a cost of the project and furnish an Owner’s and Construction Manager’s Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability & Property Damage Liability $500,000 Each Occurrence Combined Single Limit

(6) "XCU" Explosion, Collapse, Underground Damage - The Construction Manager’s Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.

(7) Broad Form Property Damage Coverage, Products & Completed Operations Coverage - The Construction Manager’s Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverage.

(8) Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.

(9) Indemnification Rider

(a) To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

(b) In any and all claims against the Owner or any of its agents or employees by any employee of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit
acts in an amount not-to-exceed $4,000,000.00 each occurrence. This provision also applies to Indemnity in Article 13.1.

(c) The obligations of the Construction Manager under this Article 13.2(9) shall not extend to the liability of Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

(d) The Construction Manager hereby acknowledges receipt of ten dollars and other good and valuable consideration from the Owner in exchange for giving the Owner the indemnification provided above in Article 13.1 and Article 13.2(9).

(10) **Builder's Risk Coverage** - The Owner is presently self-insured through the Florida Community Colleges Risk Management Consortium (FCCRMC) for Builder's Risk Coverage. "FCCRMC covers new construction and renovation as contemplated by this Agreement effective immediately upon commencement of said construction. All buildings and materials intended to be a part of said structure on the job site owned by the college are included, subject to a sixty (60) day notice on new locations or additions. The property of the contractor and/or their employees such as tools, equipment, sheds, machinery, is not covered. Colleges are required to report each project construction on the form prescribed in the Risk Management Manual. This program is included in the Consortium's Plan of Coverage (self-insured program). The FCCRMC does not name the Construction Manager or any subcontractor thereof, as an additional insured.

(11) **Certificate of Insurance** - The Owner shall be furnished proof of coverage of Insurance as follows:

Each Project GMP submitted shall require an individual Certificate of Insurance approved by the Owner prior to being issued a Notice to Commence. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the office of Facilities Planning and Management. This Certificate shall be dated and show:

(a) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

(b) Statement that the Insurer will mail notice to the Owner and a copy to the Architect at least forty-five (45) days prior to any material changes in provisions, non-renewal, cancellation or termination of the policy and listing the Board of Trustees State College of Florida, Manatee-Sarasota as additional insured to the extent necessary to provide coverage under Construction Manager’s insurance for the liabilities assumed by Construction manager under the indemnity provisions of the Agreement.

(1) When cancellation is for nonpayment of premium, at least ten (10) days written of cancellation accompanied by the reason therefore shall be given; and

(2) For other than motor vehicle insurance, when such cancellation or termination occurs during the first ninety (90) days during which the insurance is in force and the insurance is canceled or terminated for reasons other than nonpayment of premium, at least twenty (20) days written notice of cancellation or termination accompanied by the reason therefore shall be given except where there has been a material misstatement or
misrepresentation or failure to comply with the underwriting requirements established by the insurer,

(c) Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverage required in this Section commencing at 13.2 and ending with 13.3.4.

13.3 Waiver of Subrogation

13.3.1 Damages Caused by Perils Covered by Insurance - The Owner and the Construction Manager waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

13.3.2 Loss or Damage to Equipment Covered by Insurance - The Owner and Construction Manager waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

13.3.3 Property and Consequential Loss Policies - The Owner waives subrogation against the Construction Manager on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

13.3.4 Endorsement of Policies - If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.
DATE:

The District Board of Trustees

State College of Florida, Manatee-Sarasota
5840 26th Street West
Bradenton, FL 34207

To Whom It May Concern:

In the event that (Contractor Name) ____________________________
_________________________ is awarded the contract for the construction of the (Project Name)
_________________________ it is the intention of the surety company to execute and deliver to the Owner a Public
Construction Bond in accordance with F.S. 255.05, in an amount of one hundred percent (100%) of contract price on behalf of the above named contractor.

SURETY: ___________________________
NAME

BY: ___________________________
SIGNATURE

_________________________
NAME

_________________________
TITLE