

GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM

to

AGREEMENT 16-2572CD

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 by and between Manatee County, a political subdivision of the State of Florida, referred to herein as “Owner”, and the firm of Jon F. Swift, Inc., 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 Health Department Medical Examiner’s Office 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 (\$2,387,260.00) and the Construction Manager’s Fee (\$111,938.00), is a total of two million four hundred and ninety nine thousand one hundred and ninety eight dollars (\$2,499,198.00). 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. Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages 1 through 4, dated June 21, 2017;

- (b) Exhibit B. Allowance items, page 5, dated June 21, 2017;
- (c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages 6 through 10, dated June 21, 2017;
- (d) Exhibit D. Project Schedule, pages 11 through 12, dated June 21, 2017;
- (e) Exhibit E. Alternate Prices, page 13, dated June 21, 2017; and
- (f) Exhibit F. Unit Prices, page 14, dated June 21, 2017.
- (g) Exhibit G. Affidavit of No Conflict;
- (h) Exhibit H. Certificate(s) of Insurance;
- (i) Exhibit I. Payment and Performance Bond; and
- (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 two hundred and ten (210) 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 \$500.00 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.

5. GMP All-Inclusive. The GMP shall be inclusive of all elements of construction from the submission of all required upfront documents to final inspection and acceptance by Owner as a completed Project including all required final close out documents. Construction Manager shall be responsible for all elements of Work that require Subcontractors and shall be held responsible for replacement of Subcontractors that fail to perform up to and including the performance of the Subcontractor with Construction Manager field personnel skilled in the trade required.

6. Commencement of Construction. The construction phase shall commence upon Owner acceptance of the GMP. Construction Manager shall become the single point of responsibility for the performance of the construction contract for the project. The selected firm shall be required to provide payment and performance bonds each in a value equal to 100% of the GMP and shall be responsible for having the bonds recorded with the Manatee County Clerk of Circuit Court.

[Signature Page to Follow]

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

JON F. SWIFT, INC

By: 

Printed Name: Ross Russo

Title: V. P.

Date: 7/10/2017

MANATEE COUNTY, a political subdivision
of the State of Florida

By: _____

Printed Name: _____

Title: _____

Date: _____

JON F. SWIFT CONSTRUCTION



Kimal Lumber & Hardware

Booker Middle School

Fruitville Elementary School

**Guaranteed Maximum Price Proposal
Construction Manager at Risk
Agreement 16-2572CD
Health Department's
Medical Examiner's Office Building
Manatee County
June 21, 2017**





MEEMS
Manatee County

Preliminary GMP Estimate
June 21, 2017

Schedule 10 Months
 Project Area (Square Feet) 11,500

Division	Scope of Work	Total	Comments
1A	General Requirements	292,646	
1B	Permit Fees & Direct Costs	22,120	
2A	Demolition	26,780	
3A	Concrete/Masonry	56,325	
5A	Structural Steel	99,850	
6C	Millwork/Casework	18,465	
7A	Roofing	194,722	
8A	Doors/Frames/Hardware	75,800	
8B	Storefront/Glazing	84,110	
8C	Overhead Door	4,394	
9A	Stucco	30,300	
9B	Framing/Drywall	117,210	
9C	Flooring	28,259	
9D	Acoustical Ceiling	13,675	
9E	Painting	37,979	
10A	Specialties	13,141	
10B	Metal Canopies	31,335	
11A	Appliances	0	By Owner
11B	Walk in Cooler	65,698	
14A	Elevator	31,344	
21A	Fire Suppression	24,500	
22A	Plumbing	115,357	
23A	HVAC	280,000	
26A	Electrical/FA/Low Voltage Pkg	442,700	Includes \$70,000 Low Voltage Allowance
31A	Sitework/Utilities	71,796	
32A	Landscaping/Irrigation	7,500	Allowance
32B	Fencing	19,880	
SUBTOTAL		\$ 2,205,886	
	Preconstruction Expenses	0	
	General Liability Insurance	19,632	0.89%
	Builder's Risk Insurance	13,235	0.60%
SUBTOTAL		\$ 2,238,754	
	Contractor Fee/Overhead	111,938	5.0%
	Payment/Performance Bond	23,507	1.0%
TOTAL		\$ 2,374,198	
	Contingency	125,000	5.0%
GRAND TOTAL		\$ 2,499,198	



Manatee County Medical Examiners Office
Manatee County

General Requirements

November 1, 2016

Direct Management Costs	Months	Allocation	Hours	Burdened Hourly Rate	Total
Project Executive	10	10%	173	135	23,400
Preconstruction Director		0%	0	0	0
Estimator		0%	0	0	0
Senior Project Manager		0%	0	0	0
Project Manager	10	35%	607	90	54,600
Assistant Project Manager		0%	0	0	0
General Superintendent		0%	0	0	0
Superintendent	10	100%	1,733	85	147,332
Assistant Superintendent		0%	0	0	0
Administrative Assistant	10	15%	260	36	9,360
Project Accountant		0%	0	0	0
Carpenter		0%	0	0	0
SUBTOTAL					\$234,692

Direct Administrative Costs	Quantity	Unit	Unit Cost	Total
Correspondence (Postage/Courier Services)	10	MO	50	500
Photographs	10	MO	200	2,000
Plan Cost	1	LS	250	250
Permit/Impact Fees (W/ Summary)		LS		0
Professional Fees	1	LS	1,500	1,500
Miscellaneous Expenses		LS		0
Jessica Lunsford Act		MO		0
Groundbreaking/Topping Out Ceremonies		LS		0
As-Built/Record Drawings		LS		0
Punch List	1	LS	4,500	4,500
SUBTOTAL				\$8,750

Direct Safety Costs	Quantity	Unit	Unit Cost	Total
Safety Consultant	10	MO	150	1,500
Safety Guard Rails		LS		0
PPE (Personal Protection Equipment)	1	LS	500	500
Fire Extinguishers	5	EA	75	375
Barricades/Traffic Control/Public Protection		LS		0
SUBTOTAL				\$2,375

Direct Transportation Costs	Quantity	Unit	Unit Cost	Total
Travel and Subsistence		MO		0
Project Manager Vehicle		MO		0
Superintendent Vehicle		MO		0
Vehicle Fuel	10	MO	750	7,500
SUBTOTAL				\$7,500



Manatee County Medical Examiners Office
Manatee County

General Requirements
November 1, 2016

Direct Job Office Costs	Quantity	Unit	Unit Cost	Total
Job Office Trailer	10	MO	200	2,000
Job Office Buildout	1	LS	1,500	1,500
Job Office Furniture		LS		0
Job Office Supplies	10	MO	25	250
Job Office Equipment		MO		0
Job Office Mobilization	1	LS	1,500	1,500
Temporary Service - Water/Sewer		MO		0
Temporary Service - Electrical	10	MO	500	5,000
Temporary Service - Phone		MO		0
Temporary Service - Internet	10	MO	100	1,000
SUBTOTAL				\$11,250

Direct Field Costs	Quantity	Unit	Unit Cost	Total
Project Sign	1	LS	1,500	1,500
Temporary Fence	536	LF	5	2,680
Housekeeping	7	MO	693	4,850
Dumpsters	20	PULL	400	8,000
Trash Chute		LS		0
Temporary Toilets	10	MO	300	3,000
Temporary Labor		MO		0
Ice and Cups	10	MO	25	250
Radios/Communication		MO		0
Temporary Lighting		MO		0
Temporary Cooling/Fans		MO		0
Temporary Service - Water		MO		0
Temporary Service - Electrical		MO		0
Finish Work Protection		LS		0
Weather Protection		LS		0
Final Cleaning	12,000	SF	0.45	5,400
SUBTOTAL				\$25,680

Direct Equipment Costs	Quantity	Unit	Unit Cost	Total
Storage Trailers		MO		0
Expendable Hand Tools	1	LS	500	500
Equipment Rental	1	LS	1,500	1,500
Equipment Fuel	1	LS	400	400
Equipment Maintenance		LS		0
Stairs/Ladders		LS		0
SUBTOTAL				\$2,400

TOTAL General Requirements	\$292,646
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**Exhibit "A" – Enumeration of Contract Documents
June 21, 2017**

Project: **Medical Examiner's Office and Emergency Medical Services Renovation**
Architect/Engineer: **Hall Architects, PA**

Drawings		
Sheet No.	Sheet Title	Latest Rev. Date
Architectural		
A0.0	Cover Sheet	4/14/17
A0.1	Project Data	4/14/17
A0.2	Life Safety Plan	4/14/17
A0.3	Drawing Standards	4/14/17
A0.4	Demolition Plans	4/14/17
A2.0	Ground Floor Plan	5/8/17
A2.1	Second Floor Plan and Roof Plans	4/14/17
A2.2	Reflected Ceiling Plan	4/14/17
A2.3	Partial Floor Plans	4/14/17
A3.0	Elevations	4/14/17
A3.1	Elevations	4/14/17
A4.0	Building Sections	4/14/17
A5.0	Wall Types and Sections	4/14/17
A5.1	Stair and Ramp Sections	4/14/17
A6.0	Interior Elevations	4/14/17
A7.0	Details	4/14/17
A7.1	Details	4/14/17
A8.0	Schedules	4/14/17
Structural		
S1.1	Existing Foundation Plan	4/14/17
S2.1	Existing 2 nd Floor/Lower Roof Framing Plan	4/14/17
S2.2	Existing High Roof Framing Plan	4/14/17
S3.1	Sections, Notes, Foundation Schedule	4/14/17
S3.2	Sections & Notes	4/14/17
S4.1	Sections & Notes	4/14/17
S4.2	Sections	4/14/17
S4.3	Sections	4/14/17
S5.1	General Notes and Typical Details	4/14/17
Mechanical		
M1.0	Mechanical Legend and General Notes	Not Dated
M2.0	Mechanical Proposed Morgue and EMS Floor Plan	4/14/17
M2.1	Mechanical Proposed 2 nd EMS Floor Plan	4/14/17
M2.2	Mechanical Proposed Roof Plan	4/14/17
M3.0	Mechanical Schedules	5/8/17

M3.1	Mechanical Schedules	Not Dated
M4.0	Mechanical Details	Not Dated
M4.1	Mechanical Details	Not Dated
Electrical		
E1.0	Electrical Symbols and General Notes	Not Dated
E3.0	Electrical Lighting Proposed Morgue and EMS 1 st Floor Plan	5/31/17
E3.1	Electrical Lighting Proposed EMS 2 nd Floor Plan	5/31/17
E3.2	Electrical Lighting Photometric Plan	4/14/17
E3.3	Proposed Emergency Lighting Plan	5/8/17
E3.4	EMS 2 nd Floor Emergency Lighting Plan	5/8/17
E3.5	Emergency Lighting Photometric Plan	5/8/17
E4.0	Electrical Power Proposed Morgue and EMS 1 st Floor Plan	5/31/17
E4.1	Electrical Power Proposed EMS 2 nd Floor Plan	5/31/17
E4.2	Electrical Power Proposed Roof Plan	5/31/17
E4.3	Proposed Camera Plan	Not Dated
E4.4	Proposed Camera Plan	Not Dated
E4.5	Proposed Zone Plan	Not Dated
E4.6	Proposed 2 nd Floor Zone Plan	Not Dated
E5.0A	Electrical Demo One Line and Panel – Alternate	5/31/17
E5.1	Electrical One Line and Panel	5/31/17
E7.0	Electrical Details	5/8/17
Plumbing		
P1.0	Plumbing Legend and General Notes	Not Dated
P2.0	Plumbing Proposed Morgue and EMS Floor Plan	5/8/17
P2.1	Plumbing Proposed 2 nd EMS Floor Plan	Not Dated
P3.0	Plumbing Schedules and Details	5/8/17
P3.1	Plumbing Schedules and Details	Not Dated
P3.2	Plumbing Schedules and Details	5/8/17
Fire Protection		
FP1.0	Fire Protection Legend and General Notes	Not Dated
FP2.0	Fire Protection Proposed Morgue and 1 st EMS Floor Plan	Not Dated
FP2.1	Fire Protection Proposed EMS 2 nd Floor Plan	Not Dated
FP3.0	Fire Protection Details	Not Dated
Civil		
C-1	Cover Sheet	3/29/17
C-2	Aerial Overlay	3/29/17
C-3	General Notes	3/29/17
C-4	Existing Conditions, Demolition, & BMP Plan	3/29/17
C-5	BMP Details	3/29/17
C-6	Engineering Plan	3/29/17
C-7	Utility Details	3/29/17

Specifications		
Spec No.	Spec Title	# of Pages
00 00 00	Spec Cover	1
01 05 00	TOC Final	4
01 10 00	Summary of Work	4
01 25 00	Substitution Procedures	4
01 26 00	Contract Modifications	2

01 31 00	Project Management and Coordination	6
01 33 00	Submittal Procedures	10
01 45 00	Quality Control	6
01 52 00	Temporary Facilities and Controls	8
01 60 00	Product Requirements	6
01 73 00	Execution Requirements	6
01 73 20	Alteration Proj Proced	2
01 73 25	Selective Demolition	6
01 73 29	Cutting and Patching	4
01 77 00	Closeout Procedures	6
01 78 23	Operation Maintenance Data	6
01 78 36	Warranties and Guarantees	4
30 30 00	Cast In Place Concrete	12
04 20 00	Unit Masonry Assembly	8
05 50 00	Metal Fabrications	8
05 51 13	Metal Stairs & Related Railings	8
05 52 10	Aluminum Railings	4
06 10 50	Miscellaneous Carpentry	6
07 11 13	Dampproofing	4
07 19 00	Brick Sealer	4
07 21 00	Thermal Insulation	4
07 27 13	Air Moisture Barrier	4
07 54 19	SPR Roofing	10
07 62 00	Sheet Metal Flashing and Trim	6
07 72 10	Roof Accessories	4
07 80 00	Fire Stopping and Smoke Sealing	7
07 92 00	Joint Sealants	6
08 11 00	Hollow Metal Doors and Frames	8
08 33 23	Coiling Overhead Doors	6
08 41 13	Aluminum Entrances, Windows and Storefront	6
08 70 00	Finish Hardware	14
08 80 00	Glazing	10
09 21 00	Gypsum Board Assemblies	10
09 24 00	Portland Cement Plaster	4
09 51 13	Acoustical Panel Ceilings	4
09 65 00	Resilient Base and Accessories	4
09 65 10	VCT	4
09 65 20	Resilient Sheet Flooring	4
09 77 00	FRP Panels	6
09 90 00	Painting	10
10 14 00	Signages	4
10 19 20	Cubicle Curtain and Track	2
10 21 13	Toilet Partitions	4
10 28 13	Toilet Accessories	6
10 53 00	Aluminum Canopy System	4
11 45 00	Misc Specialties	3
12 35 30	Unit Casework	7
13 03 30	Walk In Cooler	12
14 42 16	Vertical Wheelchair Lift	6

21 10 10	Wet Pipe Fire Sprinkler System	8
22 01 00	Basic Plumbing Requirements	10
22 05 00	Common Work Results For Plumbing	16
22 05 16	Exp Fittings & Loops for Plg Piping	6
22 05 17	Sleeves & Sleeve Seals for Plg Piping	4
22 05 18	Escutcheons for Plumbing Piping	4
22 05 23	Gen-Duty Valves for Plumbing Piping	8
22 05 29	Hangers & Supports Plumbing	12
22 05 53	Identification for Plumbing Piping and Equipment	6
22 07 19	Plumbing Piping Insulation	20
22 11 16	Domestic Water Piping	12
22 13 16	Sanitary Waste and vent Piping	8
22 13 19	Sanitary Waste Piping Specialties	6
22 33 00	Electric Wtr Htr	6
22 40 00	Plumbing Fixtures	10
23 01 00	Basic Mechanical Requirements	10
23 05 00	Common Work Results for HVAC	8
23 05 13	Electrical Provisions	4
23 05 29	Hangers & Supports HVAC Piping & Equipment	10
23 05 53	Identification for HVAC Piping and Equipment	6
23 05 93	Testing, Adjusting & Balancing for HVAC	15
23 07 00	HVAC Insulation	24
23 09 00	Instrumentation & Control for HVAC	14
23 31 13	Metal Ducts	8
23 31 16	Nonmetal Ducts	6
23 33 00	Air Duct Accessories	10
23 34 16	Fans	9
23 37 13	Diffusers, Grilles and Registers	4
23 74 13	Packaged Rooftop Air Conditioning Units	8
26 00 00	Electrical Systems Descriptions	2
26 11 00	Electrical Raceways, Cable Trays, and Boxes	2
26 11 90	Underground Ducts and Utility Structures	2
26 12 00	Electrical Wires and Cables	2
26 14 00	Electrical Wiring Devices	2
26 40 00	Electrical Service and Distribution	2
26 40 20	Low Voltage Switchboards Group Mounted Distribution	12
26 43 00	Uninterrupted Power Supply (UPS) Systems Three-Phase Uninterruptible Power System	15
26 44 00	Automated Transfer Switches	6
26 44 10	Quick Connect Generator Docking Stations	4
26 44 30	Disconnect Switches	2
26 45 60	Variable Frequency Drives	7
26 47 90	Transient Voltage Surge Suppression – Surge Suppression Devices	4
26 51 50	Interior Lighting	2
26 52 00	Exterior Lighting	2
26 66 00	Ground-Fault Protection Systems	2
26 72 10	Fire Alarm Systems	2
31 31 16	Below Slab Soil Treatment	4
32 31 23	Motorized Sliding Gate	4

EXHIBIT B

Allowance Items

Manatee County Health Department Medical Examiner's Office Building
June 21, 2017

Landscape Allowance

- \$7,500 has been included in the GMP to cover all associated costs required for landscape, sod, and irrigation.

Low Voltage Allowance

- \$70,000 has been included in the GMP to cover all costs required to furnish and install a fully operational low voltage system including communications and security.

EXHIBIT C
Assumptions and Clarifications
Manatee County Health Department Medical Examiner's Office Building
June 21, 2017

Specifically Excluded Items

- Architectural/Engineering Services
- All Impact Fees (water/sewer/road/etc.)
- FPL, Comcast, Verizon, TECO, and other utility company fees
- Independent Material Testing
- Geotechnical Report
- Historical Resources Mitigation
- Environmental Impact Mitigation
- Fire watch or off hours security
- Easement related surveying
- Moving existing owner furniture and equipment beyond specified
- Permit review comment revisions that have not yet been addressed in documents.
- Underground Unforeseen Conditions (i.e.: rock removal, unsuitable fill remediation, unidentified utilities etc.)
- Asbestos survey, removal, abatement, testing and monitoring
- Direct Purchase Order Program
- Building signage
- FF&E including kitchen appliances, washer dryer, window treatments and generator

Assumptions and Clarifications by Trade or Division

General Work Requirements

- Normal working hours of construction are from 7:00am – 6:00pm daily (Mon-Fri)
- Special Hours for construction, such as early morning and or Saturday concrete pours and major deliveries shall be coordinated to minimize disruption to neighbors.

Cost Escalations

- The Guaranteed Maximum Price is based upon current construction material prices as June 20, 2017. At the base of cost volatility in the construction industry are the constantly changing prices for oil and diesel fuel along with global demand for specific raw materials. Any significant price increases affecting construction materials that may occur during the period of time between June 20, 2017 and final completion of the Project, shall cause the GMP to be equitably adjusted by an amount reasonably necessary to cover any significant price increase. As used herein, a significant price increase shall mean any increase in price exceeding five percent (5%) experienced by the contractor at the time of purchase.

Petroleum Pricing

- Due to the rapid fluctuations in costs for petroleum products, our pricing is based on the current selling price of "Type S-1 Asphalt Cement" as of June 20, 2017.
- The prices used to compare future asphalt prices will be from average high and low selling prices for the entire state of Florida.

EXHIBIT C
Assumptions and Clarifications
Manatee County Health Department Medical Examiner's Office Building
June 21, 2017

- The adjustment for said "Asphalt Cement" will be subject to increase or decrease in accordance with the provision listed above for "Type S-1 Asphalt Cement" price fluctuations exceeding 5%.
- The price adjustment provisions may apply to roofing materials, pipe and conduit, asphalt paving, and other petroleum based products.

Steel Pricing

- A "Steel Cost Adjustment." may be determined using the State of Florida average cost for "Grade 60, #4 Reinforcing Bars" and "Hot-Rolled Carbon Steel Plate" from Engineering News-Record, published in the fourth weekly publication of the month. The adjustment will be calculated by comparing the "Benchmark Price" to the "Adjustment Price."
- The method for calculating the "Steel Cost Adjustment" will be as described in the following paragraphs:
 - (a) Benchmark Price (BP). The "Benchmark Price" (BP) will be the current published price as of June 20, 2017.
 - (b) Adjustment Price (AP). The "Adjustment Price" (AP) will be the published price for the month that the steel is shipped from the mill.
 - The adjustment will be subject to increase or decrease in accordance with the provision listed above for price fluctuations exceeding 5%.
- The price adjustment provisions may apply to reinforcing steel, structural steel, fasteners, dowel bars and tie bars for concrete pavement, beam elements, joists and metal roofing materials.

Contingency

- We have included a \$150,000 construction manager's contingency in the GMP. A contingency is a normal part of a GMP proposal and can only be used for items defined as cost of the work by the contract. The contingency is the portion of the project's construction budget that is held in reserve to accommodate unknowns relating to the requirements and the uncertainty that are within the scope of the project. It is intended to cover changes necessary to complete the project as presently designed to your satisfaction. Contingency pays for line item allowance over runs and unknown conditions such as necessary construction changes that are realized on site during construction. Contingency may also be used to undertake additional tasks that are necessary to meet the current design requirements. Contingency is not used to meet new requirements. Experience tells us that there will be areas where the work defined by the drawings may not be exactly what you intended and changes will be required. Unforeseen conditions may also occur which would also necessitate changes. The contingency is not intended to cover increases in scope from the original project. Of course, any part of the contingency, or savings of any kind, (including line item contingency savings) gets returned to Manatee County Government.

EXHIBIT C
Assumptions and Clarifications
Manatee County Health Department Medical Examiner's Office Building
June 21, 2017

Buyout/Subcontractor Selections

- We have indicated the apparent low bidders within our GMP pricing document. Several subcontractors have not submitted their final pricing and additional scope verification will be necessary to determine the best vendors for the project. As this process is finalized, we shall notify Manatee County for any changes and the cost adjustments will be applied to the contingency.

Demolition

- Owner shall provide independent asbestos survey prior to beginning demolition.
- No asbestos removal or abatement has been included
- No removal of rubber tires, fuel tanks or any material considered hazardous or restricted.
- Removal of underground utilities, including drainage and irrigation are not included unless specifically identified on the drawings.
- No underground tank removal of any type unless specifically identified.
- Unless specifically identified as "deliver to owner" all salvageable items are the property of JFS once turned over for construction.
- A "notice of demolition" must be filed with the EPA, 10 working days prior to commencement of any work for all commercial projects.

Casework

- Base and wall cabinet (sides, tops and bottoms) to be constructed using 3/4" particle board, with white melamine on semi exposed (interior) surfaces.
- All base and wall cabinet backs are to be constructed using 1/2" particle board, with a white melamine interior.
- Wall cabinets are 12" deep with 11 1/2" clear inside depth. Base cabinets are 24" deep with 23 1/2" clear inside depth.
- Base and wall cabinetry doors and drawer fronts are to be plain (flat) style. To be constructed using a 3/4" MDF board, with a white melamine on the interior surface. Plastic laminate or PVC .018 edge banding.
- Cabinetry is to be laminated with a high-pressure plastic laminate on all exterior visible surfaces. All edge banding will be PVC.018.
- All sub bases (toe kicks) are to be constructed as a separate cabinet part, to be constructed using 3/4" particle board with a high pressure plastic laminate on all exterior visible surfaces.
- Hinges are to be for a frameless constructed cabinet. Manufactured by Blum, self-closing type with a 110 degree opening.
- Blum Meta box drawer system with a 1/2" particle board drawer bottom. Drawer bottom exposed surface to be of a white melamine surface.
- Hardware to be 4" brushed chrome wire pulls.
- Adjustable shelves in base and wall cabinets (line bored with shelf pins) 3/4" thick particle board with white PVC .018 edge banding.

EXHIBIT C
Assumptions and Clarifications
Manatee County Health Department Medical Examiner's Office Building
June 21, 2017

- Counter tops are to be constructed using a ¾" thick exterior grade plywood substrate built up to a 1-1/2" front edge thickness in tops with sinks. Countertops are to be constructed using a ¾" thick particle board substrate built up to a 1 1/2" front edge thickness in tops without sinks. Laminated with a high-pressure plastic laminate on all exterior visible surfaces and edges. All tops are self edge.
- Solid surface countertops to be Corian level 2 with 1/8" round over edge treatment. Integral sinks to be Corian 810.

Roof

- 060 Adhered Firestone TPO with Firestone 120 MPH wind rider

Aluminum Windows

- YKK YHS50 impact resistant storefront in a clear anodized finish with 1 5/16" insulated impact clear glass with SB70 Low E coating, level E missile impact tested glass
- Material included in this proposal has been tested to +80 - 70
- Glass included in this proposal meets the following U-Factor .27 SHGC .24
- Casements +70.0 - 84.6 U-Factor .66 SHGC .21

Aluminum Canopies

- Specified two coat Kynar finish is not included. Canopies ware prices as 204-R1 clear anodized aluminum finish.

Walk-In Cooler

- American Panel Corporation Model No. CUSTOM
35"-6.5" X 18'-3.5" X 7'-3.75" high, walk in cooler, floorless on vinyl
Screed, System 100 temperature monitoring system, (2) two 25-ft extended probes,
(7) seven ceiling mounted LED light fixtures, (2) two 48" flush mount magnetic infitting
doors with spring-loaded self-closing hinges, (4) four 48" high treadplate kickplates, roof
support channels, US listed Alumastand. UL, FM and NSF listed panels and doors.

Elevator

- Genesis Enclosure Model, Chain hydraulic drive, 130 inch rise
- 5 yr manufacturer's warranty from date of installation
- 2 yr installation warranty from date of installation
- Preventative maintenance program from an authorized provider is not included, but is a requirement for warranties to remain in effect.

EXHIBIT C
Assumptions and Clarifications
Manatee County Health Department Medical Examiner's Office Building
June 21, 2017

Plumbing

- Cold water lines shall not be insulated

Electrical

- Branch Circuits are figured as MC Cable.
- Low voltage conduits are figured as stubbed up above ceiling.
- Low voltage communications and security has been included as an allowance of \$70,000.

EXHIBIT D

Project Schedule

Manatee County Health Department Medical Examiner's Office Building

June 21, 2017

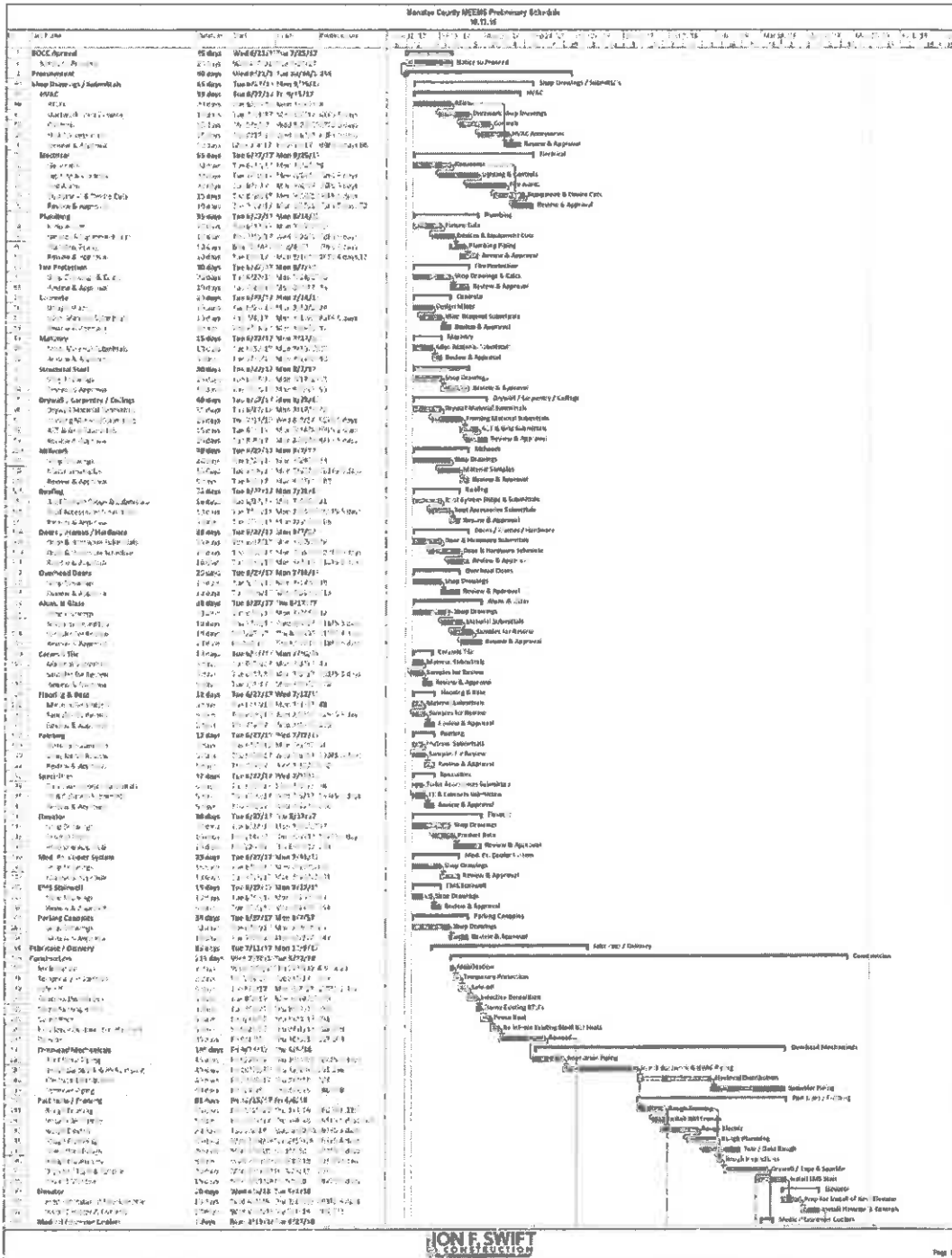


EXHIBIT D

Project Schedule

Manatee County Health Department Medical Examiner's Office Building

June 21, 2017

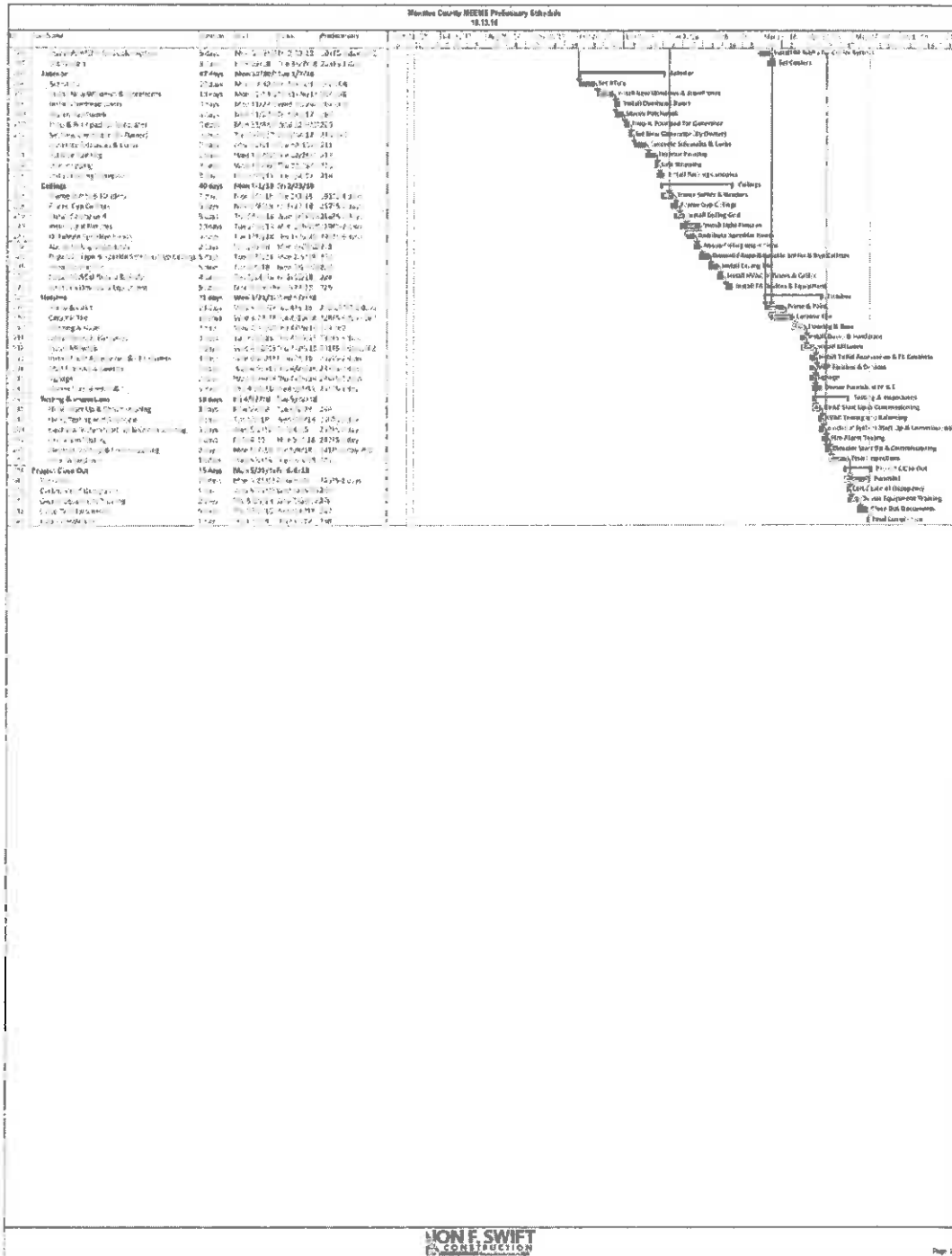


EXHIBIT E
Alternate Prices
Manatee County Health Department Medical Examiner's Office Building
June 21, 2017

Option 1: Delete EMS buildout to include exterior and roof upgrades to Level 3 Renovation Standards

\$2,209,913.00

Option 2: Delete all work associated with EMS including Level 3 Renovation Standards and revise structural requirements to a Level 2 Renovation Standard

\$1,908,377.00

EXHIBIT F
Unit Prices
Manatee County Health Department Medical Examiner's Office Building
June 21, 2017

No Unit Pricing is included as part of this GMP bid package

EXHIBIT G
Affidavit of No Conflict
Manatee County Health Department Medical Examiner's Office Building
June 21, 2017

AFFIDAVIT OF NO CONFLICT

COUNTY OF Manatee

STATE OF Florida

BEFORE ME, the undersigned authority, this day personally appeared,
Ross Russo, Vice President
Jon F. Swift, Inc. 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

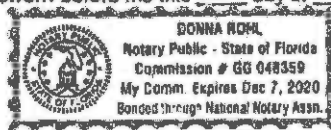
(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

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
Ross Russo, Vice President
Print Name

SUBSCRIBED to and sworn before me this 21st day of June, 2017

[Notary Seal]



Notary Public

My commission expires: _____


Notary Signature
Donna Ruhl
Print Name

Personally Known xxx or Produced Identification
Type of Identification Produced _____

EXHIBIT I
Performance and Payment Bond
Manatee County Health Department Medical Examiner's Office Building
June 21, 2017



June 27, 2017

Manatee County, a Political
Subdivision of the State of Florida
1112 Manatee Avenue West
Bradenton, FL 34205

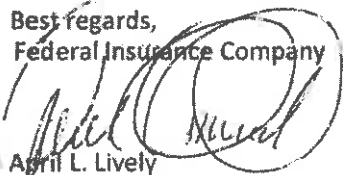
Re: Authority to Date Bonds and Powers of Attorney
Principal: Jon F. Swift, Inc.
Bond No.: 82457106
Project: Guaranteed Maximum Price (GMP) Addendum to Agreement
16-2572CD for Manatee County Health Department Medical
Examiner's Office Building,

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once dated, please send a copy of the *dated* bonds to our office.

Best regards,
Federal Insurance Company



April L. Lively
Attorney In Fact

1701 Boulder Circle, Longwood, FL 32750

EXHIBIT I
Performance and Payment Bond
Manatee County Health Department Medical Examiner's Office Building
June 21, 2017

BOND NO.: 82457106

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We, Jon F. Swift, Inc., 2221 8th St., Sarasota, FL 34237, (941)951-6100, as Principal and Federal Insurance Company, 15 Mountain View Road, Warren, NJ 07059 (908)903-3493, a corporation, as Surety, are bound to Manatee County, a Political Subdivision of the State of Florida, 1112 Manatee Avenue West, Bradenton, FL 34205, (941)748-4501, herein called Owner, in the sum of \$2,499,198.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of Guaranteed Maximum Price (GMP) Addendum to Agreement 16-2572CD for Manatee County Health Department Medical Examiner's Office Building, located at 202 6th Avenue East, Bradenton, FL 34208 the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED _____,

Jon F. Swift, Inc. (Principal)

BY: _____

Federal Insurance Company (Surety)

BY:  _____

April L. Lively
Attorney In Fact & Florida Licensed Resident Agent
Inquiries: (407) 834-0022

EXHIBIT I

Performance and Payment Bond

Manatee County Health Department Medical Examiner's Office Building

June 21, 2017

CHUBB

Power of Attorney


Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Bryce R. Guignard, Jennifer L. Hindley, April L. Lively, Margie L. Morris** and **Christine A. Morton** of Longwood, Florida

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments, attending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 10th day of March, 2017.


 Dawn M. Chiores, Assistant Secretary


 Stephen M. Haney, Vice President



STATE OF NEW JERSEY
 County of Hudson

On this 10th day of March, 2017 before me, a Notary Public of New Jersey, personally came Dawn M. Chiores, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chiores, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies, and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal


KATHERINE J. ADELAAR
 NOTARY PUBLIC OF NEW JERSEY
 No. 2016086
 Commission Expires July 10, 2018


 Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 19, 2016:

"RESOLVE: That the following authorizations relate to the execution, for and on behalf of the Company, of all instruments (including endorsements, contracts and other written commitments of the Company) entered into in the ordinary course of business (referred to as "Written Commitments"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitments on and behalf of the Company, on the seal of the Company or otherwise;
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitments on and behalf of the Company, on the seal of the Company or otherwise, in the event that such action is authorized by the grant of powers provided herein to such persons without appointment as such attorney-in-fact;
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person in the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to a third party on behalf of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile or by electronic means to a written appointment or delegation.

FURTHER RESOLVE: that the foregoing resolution shall not be deemed to be an exclusive statement of the powers and authority of the Board of Directors and the persons named therein, and on behalf of the Company, and the resolution shall not affect the exercise of any such power or authority otherwise lawfully gained or used."

I, Dawn M. Chiores, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that:

- (a) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect;
- (b) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department, further, Federal and Vigilant are licensed in the U.S. Virgin Islands and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada, except Prince Edward Island; and
- (c) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at White Plains Station, NJ, this




 Dawn M. Chiores, Assistant Secretary

IN WITNESS WHEREOF, I HAVE HEREON SUBSCRIBED MY SIGNATURE AND AFFIXED MY SEAL TO THESE PRESENTS ON THE MATTER HEREIN REFERRED TO.
 Telephone: (888) 901-1234 Fax: (888) 901-1234 E-mail: susie@chubb.com

EXHIBIT J

Standard Forms

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