

DR. P. PHILLIPS PERFORMING ARTS CENTER

ORLANDO, FLORIDA

REQUEST FOR PROPOSAL, PART 2
FOR
CONSTRUCTION MANAGER AT RISK

PRESENTED BY:
HINES
DEVELOPMENT MANAGER
ON BEHALF OF THE
ORLANDO PERFORMING ARTS CENTER CORPORATION

SEPTEMBER 29, 2008

1.0 INTRODUCTION.....3

2.0 PARTICIPATION OF MINORITY AND/OR WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE).....4

3.0 THE PROJECT SITE5

4.0 BID DOCUMENTS5

5.0 SCOPE OF WORK.....5

6.0 SELECTION PROCESS FOR THE GENERAL CONSTRUCTION MANAGER.....5

7.0 PRE-CONSTRUCTION PROCESS AND SUBCONTRACTOR SELECTION.....6

8.0 PROPOSAL REQUIREMENTS.....7

9.0 BREAKDOWN OF PRICE PROPOSAL.....10

10.0 PROPOSAL FORMAT AND PRESENTATION11

11.0 SUBMISSION OF PROPOSAL.....11

12.0 SELECTION PROCESS12

13.0 OTHER.....14

14.0 LEGAL NOTICE.....14

15.0 PUBLIC RECORDS STATEMENT14

16.0 ATTACHMENTS.....15

ATTACHMENT A SCHEMATIC DESIGN DOCUMENTS

ATTACHMENT B SCOPE OF WORK FOR CONSTRUCTION MANAGER

ATTACHMENT C CONSTRUCTION CONTRACT, BLACKLINE COMPARISON TO RFP PART 1, ADDENDUM NO. 2

ATTACHMENT D GENERAL CONDITIONS, BLACKLINE COMPARISON TO RFP PART 1, ADDENDUM NO. 2

1.0 INTRODUCTION

The Dr. P. Phillips Performing Arts Center will be a new, world-class performing arts center in downtown Orlando (the “Project”). The Project for which these services are being solicited is comprised of three performance venues and additional facilities including rehearsal rooms, office space, lobbies and circulation areas, support and loading spaces. Hall 1 will consist of ±1,800 seats in a natural acoustical environment with intimacy and sightlines as priorities. Hall 2 will be a ±2,800 seat proscenium theater for large-scale productions. There will also be a ±300-seat theater, education/classroom space, and an outdoor plaza that will function as a performance space. Schematic level design documents are included as Attachment A.

The Orlando Performing Arts Center Corporation (“Owner”) has selected Hines to act as its Development Manager (“Development Manager”) for the Project. The Development Manager, under the direction of the Owner, is responsible for coordinating all aspects of the Project including design, engaging the Construction Manager at Risk (“CM”), oversight of the subcontractor selection process, and oversight of construction administration. Major decisions regarding the scope of the Project and critical Project team members are vested with the Owner. The City of Orlando (the “City”) will ultimately own the performance halls and related improvements shown and described by in Attachment A and the improvements shall be constructed on property owned by the City. The City, along with the Development Manager, is an integral party in the proposed design, construction and development of the Project.

Part 1 of this Request for Proposal (“RFP, Part 1”) was issued to solicit statements of qualifications and other information from potential construction managers for the Project. The Owner’s Procurement Committee has selected a short list of construction managers (“Proposers”) to answer the second part of this request for proposal (“RFP, Part 2”) for the Project.

Proposers’ responses to RFP, Part 2 will include a proposal of a guaranteed maximum price for: all general conditions work, permits, payment and performance bonds, and Construction Manager’s insurance (“General Conditions Amount”), contingency, and a percentage fee (“Construction Manager’s Fee”) for the construction of the Project. In addition, proposals must include a construction schedule, a detailed staffing plan, a site logistics plan, an outline project safety plan, a quality plan outline, and a Community Impact Plan. The proposal requirements are described in detail in a following section of this RFP.

The CM will be selected following responses to RFP, Part 2. The CM, Architect, Owner and Development Manager shall work together to complete the Construction Documents and establish a Guaranteed Maximum Price that is acceptable to the Owner in accordance with the attached schedule

Capitalized terms not defined herein shall be deemed to have the same meaning as defined in the Construction Contract and/or General Conditions.

2.0 PARTICIPATION OF MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE)

The Owner and Hines embrace the goal of offering business opportunities to all segments of the community and will work with the City to accomplish the “*Blueprint for Using Community Venues to Create a Sustainable Economic*”. To find the Blueprint go to cityoforlando.net/elected/venues/pdf/blueprint_book.pdf. Accordingly, this RFP is being issued in accordance with Articles II and III of Chapter 57 of the Orlando City Code relating to the participation of minority business enterprises (MBE) and women business enterprises (WBE) in the design and construction of the Project. The Owner has established a minimum participation goal of 18 percent MBE and 6 percent WBE for all services to be rendered in connection with this Project. An important part of the Owner’s selection criteria is based on how you respond to the M/WBE objective. You are strongly encouraged to submit a response to this RFP that, with a specific Community Impact Plan, reiterates commitment made in your response to RFP Part 1 to comply with the terms of this M/WBE policy. Only M/WBE firms certified or recognized by the City of Orlando or Orange County (pursuant to a certification process acceptable to the City) will count toward the achievement of participation goals. Please indicate if you or your team members are a City or County certified or recognized MBE or WBE.

Responses will be evaluated on the basis of proposed M/WBE participation and a specific Community Impact Plan to comply with the “*Blueprint for Using Community Venues to Create a Sustainable Economic Impact*”. The extent and meaningfulness of such participation will be reviewed. Responses should be very specific and clearly document M/WBE participation. The participation must be such that the firms are performing useful business functions according to custom and practice in the industry.

MBE/WBE participation may be by means of a joint venture arrangement and/or by subcontracting. For joint ventures, respondents should submit documentation which includes the following: ownership interests, management responsibility, estimated M/WBE percentage participation, scope of work, term and profit and loss sharing.

The selected construction manager shall submit monthly reports of participation by minority and women-owned businesses, as well as activities to comply with the “*Blueprint for Using Community Venues to Create a Sustainable Economic Impact*” in such form and manner and at such time as the Project and City M/WBE Directors may prescribe. Monthly status reports shall be provided to the Project and City M/WBE Directors at his request. The Project M/WBE Director and City MBE director shall have the right to review and audit records, receipts, and documents upon reasonable notice.

The Construction Manager, with the involvement of the Owner, will select the Subcontractors. Please indicate how you will make good faith efforts to meet the M/WBE goals by such measures as encouraging joint ventures, dividing the work into segments that will allow smaller firms to participate, the implementation of an apprentice program, community outreach efforts, etc.

During the course of the Construction Contract, any deviation from the proposed MBE/WBE participation must be reported to, and approved in writing by, the Project M/WBE Director. Deviations shall only be allowed for good cause. Failure to comply shall result in the imposition of penalties in the Construction Contract.

For further information regarding this program, please refer to Chapter 57 of the Code of the City of Orlando.

Firms must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, national origin, age, disability or marital status.

3.0 THE PROJECT SITE

Site Description

For site information, refer to the Drawings listed in Attachment A.

Site Visit

Each Proposer is expected to visit the Site and fully familiarize itself with the existing conditions, including without limitation, neighboring roads and structures, in order to ensure the proposal is prepared with full knowledge of the Project Site, its existing conditions and all challenges the Project Site might present.

Turnover of Project Site

The Proposers should assume that the Owner will turn over the Project Site in approximately November 2009. Upon Notice to Commence issued by the Owner, Construction Manager will assume all responsibility for maintenance and security of the Project Site.

4.0 BID DOCUMENTS

This Request For Proposal, its attachments including all Drawings, Specifications and other documents listed in Attachment A, and any addendums issued prior to the submission of the Proposer's proposal, collectively will comprise the bid documents ("Bid Documents") upon which the Proposer's proposal is to be based.

5.0 SCOPE OF WORK

Generally, the scope of the Project includes all Work necessary to complete the site work and buildings described in the Project Summary, and as more completely set out in the Drawings and Specifications. The Scope of Work to be included in this proposal is set out in Attachment B, "Scope of Work for Construction Manager", attached to this RFP.

6.0 SELECTION PROCESS FOR THE CONSTRUCTION MANAGER

Pre-bid Conference

The Development Manager will conduct a pre-bid conference to discuss the Project, the proposal process and any specific questions that the Proposer may have. The pre-bid conference will be scheduled for 1:00 p.m. EDT on October 8, 2008.

Proposal Submission, Presentation and Interview

Responses to this RFP must be submitted by October 30, 2008, as detailed elsewhere in this RFP. Each Proposer should be prepared to present its proposal in person on November 5, 2008, at a time and a place designated by Owner. Please bring five (5)

copies of your proposal to this presentation for Owner’s use which you will leave behind. Please also bring a CD containing an electronic version (“.pdf” format) of your proposal to the November 5, 2008, presentation.

Qualifications

The successful Proposer and its proposed project staff will possess extensive experience with similar projects and demonstrate the highest level of professional competence, skill and ability working effectively within stringent schedule and budget constraints. The Proposer must be fully aware of, and responsive to, important subjective aspects of the Project, including regulatory sensitivities and community relationships. The Proposer must convincingly demonstrate its ability to plan this Project skillfully and manage it without disruption to the Owner’s and neighbor’s existing operations. The Proposer must possess all licenses and authorizations necessary to perform the Work in the City of Orlando and the State of Florida.

LEED

The Proposer’s proposed Project staff will possess an excellent knowledge of the U.S. Green Building Council and the LEED New Construction certification process and the responsibilities of the construction manager in obtaining certification.

Project Schedule

The anticipated schedule for the Project is as follows:

Pre-bid Conference	October 8, 2008
Receive Proposals	October 30, 2008
Presentation of Proposal	November 5, 2008
Procurement Committee selection of Construction Manager	November 19, 2008
City Council Approval of Construction Manager selection	December 1, 2008
City Council Approval of Construction Manager contract	January 12, 2009
Execute Construction Contract	January 13, 2009
Complete Design Development	February 24, 2009
Issue 50% Construction Documents	July 3, 2009
Issue Early Bid Packages	TBD
Commence Construction	TBD
Issue Bid Package for Balance of Work	December 2009
Final Guaranteed Maximum Price	TBD
Substantial Completion	July 13, 2012
Performing Arts Center Opening	October 1, 2012

7.0 PRE-CONSTRUCTION PROCESS AND SUBCONTRACTOR SELECTION

Contract

The Construction Manager and the Owner will execute the Construction Contract substantially in the form included in Attachments C and D, with an initial Guaranteed Maximum Price for the Scope of Work covered by this RFP. All Subcontractor agreements, and purchase orders, will be held by the Construction Manager, who will have full responsibility for the complete construction of the Project.

Subcontract Bid and Award

Following the execution of the Construction Contract, the Construction Manager, with the participation and approval of the Owner and Development Manager, will solicit bids and award subcontracts for the remainder of the Work. The Construction Manager will work with the Owner and the Development Manager in the pre-qualification of all potential subcontractors. The Construction Manager will prepare and distribute, with the input of the Owner and Development Manager, all subcontractor bid packages and instructions to subcontract bidders. The Construction Manager, with the participation of the Owner and Development Manager, will conduct individual subcontractor pre-bid meetings and bid interviews with each major subcontract bidder. The Construction Manager will present all recommended Subcontractors and all bids to the Owner and Development Manager for review. The Construction Manager will complete the bidding of all subcontractors and present these subcontract costs in Change Orders. Upon acceptance of these Change Orders by the Owner, the Construction Manager will commence the agreed upon portions of the Work on the Project. Notwithstanding any of the foregoing, upon award of the subcontracts and establishment of each Change Order adjusting the Guaranteed Maximum Price, the Construction Manager shall enter directly into subcontracts with each of the successful Subcontractors and shall be solely, independently, and completely responsible for the performance of the Subcontractor pursuant to the terms of the Construction Contract.

8.0 PROPOSAL REQUIREMENTS

The Proposer's proposal will include:

8.1 Price Proposal

The Proposer's proposed price ("Price Proposal") will be a price, including fee, for all of the Construction Manager's Work and obligations set out in the Scope of Work attached as Attachment B hereto and pursuant to the Contract Documents. The Proposer's Price Proposal, when added to all of the approved subcontractor bids, shall become the final guaranteed maximum price ("Guaranteed Maximum Price") upon which the Construction Contract will be based.

The Price Proposal will include:

General Conditions Amount

A proposed price for providing all general conditions work including, without limitation, the General Conditions Items set out in the Scope of Work attached as Attachment B hereto. Provide a detailed breakdown of the proposed General Conditions Amount. A breakout of Preconstruction Services, as defined by Section 2.01 of Attachment B, is required.

Fee

A Construction Manager's Fee, proposed as a percentage, to cover all profit, risk, and expense necessary to guarantee a maximum price for all Work necessary to construct the Project in its entirety. The Construction Manager's Fee will be converted from a percentage to a lump sum at the time of determining the final Guaranteed Maximum Price.

Contingency

A Construction Manager's Contingency, proposed as a percentage of the Guaranteed Maximum Price, to cover all of the Construction Manager's risk associated with providing a Guaranteed Maximum Price and executing the Work necessary to construct the Project in its entirety. The Construction Manager's Contingency will be converted from a percentage to a lump sum at the time of determining the final Guaranteed Maximum Price, and will not be adjusted thereafter.

Insurance

Based on an assumed value of \$250 million for the Guaranteed Maximum Price for the complete Project, propose a price for builder's risk insurance and general liability insurance, and other insurance coverage as required by the Construction Contract and General Conditions pursuant to the requirements of the General Conditions. To complete these calculations, Proposers should use the assumed values for each phase set out in Section 9 of this RFP, Breakdown of Price Proposal. This price will be adjusted proportionately up or down based on the actual amount of the Guaranteed Maximum Price, as adjusted by Change Order. The Proposers should indicate their experience with Contractor Controlled Insurance Programs, as a CCIP may be required on the Project.

Performance and Payment Bonds

Based on an assumed value of \$250 million for the Guaranteed Maximum Price for the complete Project, propose a price for Performance and Payment Bonds pursuant to the requirements of Section 13.4 of the General Conditions. To complete these calculations Proposers should use the assumed Guaranteed Maximum Price amount set out in Section 9 of this RFP, Breakdown of Price Proposal. This price will be adjusted proportionately up or down based on the actual amount of the Guaranteed Maximum Price, as adjusted by Change Order.

Alternate Prices

Alternate Prices are to be complete prices including all costs and fees necessary to complete the Work of the proposed Alternate including, without limitation, all impact cost for schedule or modifications to adjacent and related Work and any general conditions cost associated with the Work. All alternate prices are to be clearly identified in the proposal as an ADD or DEDUCT price. The Owner may, in its sole and absolute discretion, accept or reject all Alternate Prices or any Alternate Price exclusive of all others and all Alternate Prices shall remain available to the Owner for ninety (90) days after the date of the Notice to Commence unless specified otherwise.

Voluntary Cost Savings Alternates

The Price Proposal should include as many voluntary cost savings alternates or recommendations the Proposer has to offer. Any acceptable voluntary cost savings proposed will be used to benefit the Proposer's proposal exclusively and will not be shared with the competition in comparing bids. When considering these cost saving alternatives, include both direct and indirect costs and identify separately any increase or decrease in the General Conditions Amount. Voluntary Cost Savings Alternates should address the Scope of Work included as Attachment B of this RFP.

Retainage

The Price Proposal will provide for the required retainage described in the contract specifications, which will be withheld for all Work including the General Conditions Amount and the Construction Manager's Fee until Substantial Completion of the Project except as otherwise described in the Contract Documents.

8.2 Project Staffing and Management Plan

Provide a staffing plan for the Project, indicate the organizational structure of the proposed Project team, the name, title and responsibility of each team member. In particular, the staffing plan should describe the specific responsibilities of any proposed M/WBE team members. The plan should also indicate the individual responsible for M/WBE and Blueprint compliance reporting. Provide a schedule indicating each member's time involvement for the Project. For each team member identify the duration the team member is to be the Project, if the team member is to be located on-site or at the Proposer's home office and the percentage of the team member's total work week that will be devoted to the Project (e.g., John Doe, Assistant Project Manager, duration August 4, 2010 to November 15, 2011, on-site 100%). Also, include the resumes of the staff members for each proposed staff position for the Project. Provide a highly qualified professional and experienced management team skilled in team relationships, value engineering, scheduling, bidding and procurement, construction means and methods, site logistics, LEED certification, and project planning and management on projects of this size and complexity.

8.3 Site Logistics and Construction Plan

Include a graphical construction and Site Logistics Plan, with accompanying narrative, for the Project showing the Proposer's plans to carry out the Work, including hoisting requirements, debris removal, equipment utilization, materials logistics, staging areas, contractors' offices, contractor parking (no parking will be permitted on the adjacent streets) truck access, site security, public safety, site fencing, and the maintenance of pedestrian and vehicular traffic adjacent to the site, etc. for the Project. The Site Logistics Plan needs to address the means for carrying out LEED points: SS Prerequisite 1, Erosion and Sedimentation Control; SS 5.1, Reduced Site Disturbance; MR 2.1, Divert 50% from landfill.

8.4 Construction Schedule

The Owner desires to complete the Project pursuant to the Construction Documents in the period of time required to finish the Project for the lowest cost (“Economic Time”), but in no case later than would enable a facility opening date of October 1, 2012. Each Proposer is requested to provide, with its proposal, a detailed construction schedule. Once accepted the Owner will enter into agreements and conduct other business activities according to the Construction Manager’s Schedule and time shall be of the essence in the performance of the Construction Contract.

The Construction Manager shall provide the following with its proposal:

- Provide an accurate and detailed construction Schedule for the Project showing the sequencing of the Work and the integration of Pre-construction Services and Base Building construction. The Schedule should indicate critical path, specific activities, durations, and dependencies. The Schedule should clearly show your top ten (10) critical milestones and other key milestone dates, including commissioning, occupancy, and closeout activities.
- Note early release items of the Work, along with an approximate value, that will be required to be released early in order to meet the schedule. Please clearly indicate dates that Drawings and Specifications would be required to support procurement of the early release items.
- Identify any overtime work required to meet the Schedule.
- Provide proposed dates for those milestones noted as “TBD” in Section 6.0 of this RFP.
- Provide a separate Guaranteed Maximum Price Development Schedule, which shall be incorporated into the Construction Contract as Exhibit R, indicating milestones for the bidding of the Work, the proposed division of work into smaller segments (“unbundling”), and the submission of the Guaranteed Maximum Price Proposal. The Guaranteed Maximum Price Development Schedule shall be in accordance with the requirements of Section 6.A of the Construction Contract.

8.5 Bonding Capacity and Financial Information

Include a statement from Proposer’s surety denoting available and specific bonding capacity for the entire Project. Additionally, furnish a sample certificate of insurance denoting the maximum obtainable limits of liability coverage available to the Proposer.

8.6 Project Site Safety and Security

The safety and security of the work environment at the Project Site is a priority of the Owner and will be a key factor in the selection of the successful Proposer. The Construction Manager shall provide and assumes all risks for safety and security on the Project Site. At a minimum the Construction Manager shall meet all the safety requirements as stated in the Construction Contract, General Conditions, and as required by law. Provide an outline of your Safety Program for the Project.

Each Proposer is requested to disclose its most current modifier rate (EMR) for workers' compensation as a part of its proposal.

8.7 Subcontractors

Provide a statement indicating how your firm would plan to approach the bonding of subcontracted work for this Project. Indicate which trades you would plan to bond or if you intend to use a program like Subguard. Provide your Subguard rate if you anticipate that a Subguard program will be implemented.

8.8 Quality Management/Control Program

Provide the outline of a quality management/control program that is appropriate for the complexity of this Project and for the level of quality that will be expected for a facility of this type. The Project Staffing and Management Plan, as described in Section 8.2 of the RFP, should reflect at least one full-time representative who is on site and responsible for the execution of the quality program.

8.9 Community Impact Plan

Provide a specific plan to comply with the "*Blueprint for Using Community Venues to Create a Sustainable Economic Impact*". Responses should be very detailed and specific, clearly documenting M/WBE participation, providing a firm commitment to participation levels. Both the extent and meaningfulness of M/WBE participation will be considered. The participation must be such that the firms are performing useful business functions according to custom and practice in the industry.

The plan should address the Scope of Work included in this General Conditions proposal, and should also address a specific approach to obtaining stated goals for subcontractor Work to be procured in the future. Please indicate how you will meet the M/WBE goals by such measures as encouraging joint ventures, dividing the work into segments that will allow smaller firms to participate, the implementation of an apprentice program, community outreach efforts, etc. The dividing of work into segments, or unbundling of work, shall be reflected in the Guaranteed Maximum Price Development Schedule.

8.10 Acceptance of Terms and Conditions

Provide a statement of your organization's acceptance of those terms and conditions of the form of Construction Contract and General Conditions, which are attached as Attachments C and D, to the extent you take exception to any of the terms and conditions, as modified from RFP Part 1, identify specifically the item to which exception is taken and include suggested alternative wording. Your Proposal shall include those comments from your RFP Part 1 response, as well as additional comments and exceptions regarding revisions to the documents.

8.11 Executed Affidavit

Each proposal must include a signed and notarized affidavit, stating that: the officer submitting and signing the proposal has the proper legal authority to tender the offer on behalf of the Proposer and bind the Proposer to the offer, the offer shall remain open to acceptance by the Owner for a period of ninety (90) days from the date of proposal, and all information provided in the proposal is complete and accurate.

8.12 General

Provide a discussion of at least six (6) lessons learned from your firm’s experience on similar projects.

Provide the names of at least two (2) similar projects completed or under construction, which the Procurement Committee or its advisers could visit during the selection process.

9.0 BREAKDOWN OF PRICE PROPOSAL

Provide a breakdown of your Price Proposal in the following manner:

Preconstruction Services (as defined by Attachment B, Section 2.01)	\$ _____
General Conditions Amount (excluding Preconstruction Services)	\$ _____
Construction Manager’s Fee* (____%)	\$ _____
Construction Manager’s Contingency* (____%)	\$ _____
Construction Manager’s Insurance*	\$ _____
Payment and Performance Bonds*	\$ _____
Total Amount Price Proposal	\$ _____

* The Proposer should calculate these prices based on an assumed GMP amount for this Phase of Work of \$250,000,000.

* Only these prices will be adjusted based on the actual Guaranteed Maximum Price.

Alternate A-1: In lieu of compliance with LEED credit MRc2.2, comply with only credit MRc2.1. \$ _____ (Deduct)

Amount to be included in Section 6.A.2 of the Construction Contract:

Fill in the following blanks:

6.B.2 The total of (i) the Cost of the Work and (ii) Construction Manager’s Fee, both as adjusted by Change Orders, if any, in accordance with the Contract Documents plus ___ percent (___%) of the amount, if any, by which the Guaranteed Maximum Price, as adjusted by Change Orders, if any, exceeds the total of (i) the Cost of the Work and (ii) Construction Manager’s Fee (“Savings”).

10.0 PROPOSAL FORMAT AND PRESENTATION

It is requested that the Proposer submit its proposal bound in a three-ring binder with the information tabbed and indexed, following the order of the Proposal Requirements set out above in Section 8.0 of this RFP.

The proposal presentation is intended to allow the Owner to gain a fuller understanding of the proposal and how the Proposer intends to manage and construct the Project. The Proposer is encouraged to include as much information as it believes is necessary to provide a full understanding of the Proposer’s proposal and its approach to the Project.

11.0 SUBMISSION OF PROPOSAL

Deliver ten (10) copies of your response on or before 11:00 a.m. (EDT), October 22, 2008, to:

Mr. Michael Gross
Hines
455 South Orange Avenue, Suite 410
Orlando, Florida 32801
(407) 839-0119 (T)
(407) 839-0116 (F)

Five (5) additional copies are to be brought to your presentation on October 28, 2008 for use by committee members and staff.

Questions concerning the Project, RFP, Part 2, or the selection process should be directed via e-mail only to **both**:

Mr. Mark Chenoweth
Mark_Chenoweth@hines.com

and

Mr. Michael Gross
Michael_Gross@hines.com

12.0 SELECTION PROCESS

The successful Proposer will be selected by the Owner’s procurement committee (the “Procurement Committee”). To ensure fair consideration for all Proposers, as of the date of issuance of RFP Part 1, there is a prohibition of any discussion with Procurement Committee members about the Project during the selection process except during the

public meetings held to consider the proposals. The Owner bylaws and City rules prohibit communications initiated by a Proposer to any Owner Board member (whether involved in evaluating the proposals or not) or to any City official involved in evaluating or considering the proposals (including the Mayor and City Commissioners), prior to the time the City Council meets to consider the selection of the Construction Manager. Any Proposer, either directly or indirectly through any third party, attempting to contact any member of the Owner Board of Directors, the Procurement Committee, or any government official (elected or appointed) in an effort to influence the selection process for contracts to be awarded or entered into by the Corporation may be immediately disqualified.

The Procurement Committee members for this Project are Jim Pugh – Committee Chairman, Roger Chapin, Royce Walden, Tim Ackert and Kevin Walsh.

The Procurement Committee will review and evaluate the Proposals based upon the evaluation criteria detailed in the table below entitled “Evaluation Criteria for Construction Manager Selection”. The response to RFP, Part 2 includes presentations to the Procurement Committee and Development Manager, as well as additional follow-up interviews at the Procurement Committees election. The additional follow-up interviews will be with representatives from the Development Manager, Owner, and/or City. These interviews will be conducted to allow a full understanding of the Proposer’s approach to the Project. Failure to promptly supply information in connection with further inquiry, including but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for determination of non-responsiveness with respect to the Proposal.

Following the interviews, the Procurement Committee will rank the short-listed Proposers based on criteria defined below, and will submit this information to the appropriate City official who will seek approval by the City Council of the ranking and permission to finalize a contract with the top-ranked Proposer. Following and subject to City Council’s decision, the Owner will enter into negotiations with the top-ranked Proposer with the intention of entering into the Construction Contract. If negotiations with the top-ranked Proposer are unsuccessful, then negotiations with this Proposer will be terminated and negotiations will begin with the next successively ranked Proposer until a successful contract is negotiated. Once an agreement is negotiated, the City official will seek approval from the City Council to enter into the Construction Contract.

Evaluation Criteria for Construction Manager Selection

The Procurement Committee will evaluate and score the Proposers based upon their written responses to both RFP Part 1, RFP Part 2, and all interviews in accordance with the following rating factors:

RATING FACTORS	POSSIBLE POINTS	ITEM SCORE
Overall experience with complex projects of similar size and scope including the firm’s history and capability to assist during preconstruction.	10	

Proposed staffing plan, including the adequacy of the staffing levels and the specific experience of the firm and its proposed team members with Performing Arts Centers.	10	
Comprehensiveness of Community Impact Plan; strength of commitment to meeting the requirements of the Blueprint and the required level of M/WBE involvement.	15	
Competiveness of Price Proposal, including Preconstruction Services Amount, General Conditions Amount, Contingency, proposed Construction Manager Fee, bonding and insurance rates, and proposed shared savings.	20	
Nature and extent of comments to the form of Construction Contract and General Conditions.	15	
Commitment to a detailed and logical construction schedule and Site Logistics Plan that allows DPAC to open the Performing Arts Center no later than the date stated in the RFP.	15	
Commitment to a detailed and logical construction schedule and Site Logistics Plan that allows the Performing Arts Center to be ready for opening earlier than the date stated in the RFP.	5	
Past experience with State of Florida sales tax exempt projects, LEED projects, and Building Information Modeling (BIM) systems.	5	
Comprehensiveness and appropriateness of Quality Management/Control Plan and the outline Safety Plan.	5	
TOTAL POINTS	100	

Each Procurement Committee member will evaluate the above factors. Each member will assign an “item score” of zero (0) to the maximum Possible Points, where “Possible Points” is the best possible score. The item scores will then be added to determine the Total Score. The maximum possible Total Score for this evaluation table is one hundred (100). Each member will then rank the Proposers based upon the member’s score for each Proposer. Each member’s top-ranked firm (the firm with the highest numerical Total Score) will be assigned one (1) point, second-ranked firm two (2) points and so on. After accumulating the members’ scores, the firm with the lowest score shall be ranked first, the next lowest score shall be ranked second, and so on.

13.0 OTHER

You will receive no reimbursement for your expenses in preparing your response to this RFP. The Owner is under no obligation to accept your proposal and specifically reserves the right to reject it for any reason.

All materials and documents submitted hereunder shall become the sole property of the Owner and the Owner may use and disclose the same as the Owner may deem necessary or reasonable.

A response to this RFP shall not be construed as a contract nor indicate a commitment of any kind on the part of the Owner. The Owner reserves the right to reject any or all responses to this RFP, or to accept any response deemed to be in the Owner's best interest.

14.0 LEGAL NOTICE

NOTICE OF REQUEST FOR PROPOSALS FOR

**THE SERVICES OF A CONSTRUCTION MANAGER AT RISK FOR THE
ORLANDO PERFORMING ARTS CENTER PROJECT**

The Orlando Performing Arts Center Corporation, doing business as the Dr. P. Phillips Orlando Performing Arts Center Corporation ("DPAC"), is soliciting sealed Proposals for the proposed project, to be received by 11:00 a.m. local time on October 30, 2008, at the reception desk of the DPAC office, 4th Floor, 455 South Orange Avenue, Orlando, Florida 32801. A Request for Proposal may be obtained free of charge at the same location from 9:00 a.m. to 4:00 p.m. beginning September 29, 2008.

DPAC has adopted Minority and Women-Owned Business Enterprise goals and the "*Blueprint for Using Community Venues to Create a Sustainable Economic Impact*". Proposers are encouraged to utilize M/WBE firms as subcontractors or in joint-venture arrangements and address how they will comply with the "*Blueprint for Using Community Venues to Create a Sustainable Economic Impact*" in responding to this Request for Proposal. Such utilization will be given favorable selection consideration. Proposers must certify that employees and applicants for employment are not discriminated against because of race, color, religion, sex, national origin, age, marital status or disability.

DPAC reserves the right to waive any informalities in the selection process and to reject any or all Proposals or to re-advertise.

15.0 PUBLIC RECORDS STATEMENT

In accordance with Chapter 119 of the Florida Statutes (Public Records Act) and except as may be provided by other applicable state and federal law, all Proposers should be aware that Requests for Proposals and responses thereto are in the public domain. Unless an exemption applies, the Owner will not be able to treat Proposers' responses as confidential.

16.0 **ATTACHMENTS**

Attachment A	Schematic Design Documents
Attachment B	Scope of Work for Construction Manager
Attachment C	Construction Contract, blackline comparison to RFP Part 1, Addendum No. 2
Attachment D	General Conditions, blackline comparison to RFP Part 1, Addendum No. 2

End of Request for Proposal, Part 2

ATTACHMENT A

SCHEMATIC DESIGN DOCUMENTS

Table of Contents

Volume 1 – Outline Specifications and Narratives

1. Outline Specifications (August 22, 2008)
2. MEP/Structural Systems Narrative
3. Preliminary Elevator Traffic Study and Equipment Types (April 22, 2008)
4. Sound and Communications Systems – Preliminary Systems Narrative (August 22, 2008)
5. Noise and Vibration Guidelines (August 22, 2008)
6. Outline of Applicable Code Requirements (August 19, 2008)
7. Final Food Service Report (June 19, 2008)
8. LEED Report (August 19, 2008)
9. Preliminary Accessibility Report (May 9, 2008)
10. Acoustic: Schematic Design Quality Report (August 22, 2008)
11. Elevator Schedule (June 3, 2008)
12. Schematic Lighting Design Report (June 2, 2008)
13. Schematic Finish Outline (August 22, 2008)

Volume II TPC Narrative, Guidelines Reports and Budget

14. Performance Equipment Narrative and Budget (August 22, 2008)
15. Electrical Loading Guidelines Section (August 22, 2008)
16. MEP – Heat Guidelines (August 22, 2008)
17. Structural Guidelines (August 22, 2008)
18. Stage Floor Report (August 22, 2008)
19. Ticket Office Report
20. Seating Report (August 22, 2008)
21. Cupholder Report (August 22, 2008)
22. Theater Planning Diagrams

Volume III TPC Program and Room Requirements Sheets

23. Space Program (August 22, 2008)
24. Room Requirement Sheets (August 22, 2008)

Additional Documents

25. Preliminary Geotechnical Report (August 8, 2008)
26. Phase I Environmental Assessment Report (May 2007)

August 22 2008- Schematic Design Review Set

A0.01 COVERSHEET/ SHEET INDEX

S-1 BOUNDARY SURVEY
S-2 IMPROVEMENTS

C000 GENERAL NOTES
C100 SITE PLAN
C400 GRADING AND DRAINAGE PLAN
C401 MAGNOLIA AVE PLAN & PROFILE
C500 WATER AND SEWER PLAN
C600 CIVIL DETAILS
C700 WASTEWATER DETAILS
C800 OUC WATER DETAILS
C900 GRADING DETAILS
C901 GRADING DETAILS

L101 LANDSCAPE PLAN

A0.10 SITE PLAN

A1.01 FLOOR PLAN - SUB-BASEMENT LEVEL (+65'-8")
A1.02 FLOOR PLAN - BASEMENT LEVEL (+87'-0")
A1.10 FLOOR PLAN - GROUND LEVEL (+100'-0")
A1.20 FLOOR PLAN - LEVEL 2 (+112'-0") TYPICAL ACOUSTICAL INTERIOR WALL TYPES
A1.30 FLOOR PLAN - LEVEL 3 (+124'-0")
A1.40 FLOOR PLAN - LEVEL 4 (+136'-0")
A1.50 FLOOR PLAN - LEVEL 5 (+148'-0")
A1.60 FLOOR PLAN - LEVEL 6 (+160'-0")
A1.70 TRUSS PLAN - LEVEL 7 (+172'-0") TYPICAL ACOUSTICAL EXTERIOR WALL TYPES
A1.80 ROOF PLAN
A3.01 EXTERIOR ELEVATIONS - NORTH & SOUTH
A3.02 EXTERIOR ELEVATIONS - EAST & WEST
A3.10 BUILDING SECTIONS
A3.11 BUILDING SECTIONS
A3.12 BUILDING SECTIONS
A3.20 ENLARGED SECTION - MUSIC HALL
A3.21 ENLARGED SECTION - COMMUNITY THEATER
A3.22 ENLARGED SECTION - BROADWAY THEATER

S1.01 FOUNDATION PLAN
S1.10 FLOOR PLAN - GROUND LEVEL +101'-0"
S1.20 FLOOR PLAN - LEVEL 2 +113'-0"
S1.30 FLOOR PLAN - LEVEL 3 +125'-0"
S1.40 FLOOR PLAN - LEVEL 4 +137'-0"
S1.50 FLOOR PLAN - LEVEL 5 +149'-0"
S1.60 FLOOR PLAN - LEVEL 6 +161'-0"
S1.70 FLOOR PLAN - ATTIC LEVEL +173'-0"

S1.80 ROOF PLA - +185'-0" AND ABOVE
S2.01 SECTIONS
S2.02 SECTION
S2.03 SECTION

M0.01 MECHANICAL, GENERAL NOTES, SYMBOLS, AND NOTATIONS
M0.02 MECHANICAL, SCHEDULES
M0.03 MECHANICAL, SCHEDULES
M0.04 MECHANICAL, SCHEDULES
M0.05 MECHANICAL, SCHEDULES
M0.06 MECHANICAL, SCHEDULES
M1.00 MECHANICAL, FLOOR PLAN -, SUB-BASEMENT LEVEL, +65'-8"
M1.01 MECHANICAL, FLOOR PLAN -, BASEMENT LEVEL, +83'-0
M1.10 MECHANICAL, FLOOR PLAN -, GROUND LEVEL, +101'-0"
M1.20 MECHANICAL, FLOOR PLAN -, LEVEL 2, +113'-0"
M1.30 MECHANICAL, FLOOR PLAN -, LEVEL 3, +125'-0"
M1.40 MECHANICAL, FLOOR PLAN -, LEVEL 4, +137'-0"
M1.50 MECHANICAL, FLOOR PLAN -, LEVEL 5, +149'-0"
M1.60 MECHANICAL, FLOOR PLAN -, TRUSS LEVEL, 161'-0"
M1.70 MECHANICAL, FLOOR PLAN -, LOW ROOF LEVEL, 173'-0"
M1.80 MECHANICAL, ROOF PLAN
M5.01 MECHANICAL, AIR SINGLE LINE, RISER DIAGRAM N.A.
M5.02 MECHANICAL, AIR SINGLE LINE, RISER DIAGRAM N.A.
M5.03 MECHANICAL, AIR SINGLE LINE, RISER DIAGRAM N.A.
M5.04 MECHANICAL, CHILLED WATER, SINGLE LINE, DIAGRAM N.A.
M6.01 MECHANICAL, DETAILS N.A.
MP1.90 MECHANICAL, CHW PIPING PLAN -, BASEMENT, GROUND,, LEVELS 2 AND
MP1.91 MECHANICAL, CHW PIPING PLAN -, LEVELS 4 , 5 , TRUSS, AND LOW ROOF

E0.00 – SYMBOL LEGEND – GENERAL NOTES, DRAWING INDEX
E0.02 – POWER RISER DIAGRAM BASEMENT – LEVEL 2
E0.03 - POWER RISER DIAGRAM BASEMENT – LEVEL 2
E0.04 - POWER RISER DIAGRAM LEVEL 3 – TRUSS LEVEL
E0.05 – POWER RISER DIAGRAM LEVEL 3 – TRUSS LEVEL
E0.06 – EMERGENCY POWER RISER DIAGRAM BASEMENT – LEVEL 2
E0.07 - EMERGENCY POWER RISER DIAGRAM BASEMENT – TRUSS LEVEL

EP1.01 – POWER FLOOR PLAN SUB-BASEMENT LEVEL
EP1.02 – POWER FLOOR PLAN BASEMENT LEVEL
EP1.10 – POWER FLOOR PLAN GROUND LEVEL
EP1.20 – POWER FLOOR PLAN SECOND LEVEL
EP1.30 – POWER FLOOR PLAN THIRD LEVEL
EP1.40 – POWER FLOOR PLAN FOURTH LEVEL
EP1.50 – POWER FLOOR PLAN FIFTH LEVEL
EP1.60 – POWER FLOOR PLAN SIXTH LEVEL
EP1.70 – POWER FLOOR PLAN SEVENTH LEVEL
EP1.80 – POWER FLOOR PLAN EIGHTH LEVEL
EP1.90 – ELECTRICAL FLOOR PLAN ROOF LEVEL

P0.01 PLUMBING, LEGEND, ABBREVIATIONS, NOTES AND SCHEDULES

- P1.00 PLUMBING, FLOOR PLAN -, SUB-BASEMENT LEVEL, +65'-8"
- P1.01 PLUMBING, FLOOR PLAN -, BASEMENT LEVEL, +83'-0"
- P1.10 PLUMBING, FLOOR PLAN -, GROUND LEVEL, 101'-0"
- P1.20 PLUMBING, FLOOR PLAN -, LEVEL 2, +113'-0"
- P1.30 PLUMBING, FLOOR PLAN -, LEVEL 3, +125'-0"
- P1.40 PLUMBING, FLOOR PLAN -, LEVEL 4, +137'-0"
- P1.50 PLUMBING, FLOOR PLAN -, LEVEL 5, +149'-0"
- P1.60 PLUMBING, FLOOR PLAN -, TRUSS PLAN +180'-0"
- P1.70 PLUMBING, ROOF PLAN
- P1.80 FIRE PROTECTION, ZONES, BASEMENT, GROUND,, LEVELS 2 & 4
- P3.01 PLUMBING, RISER DIAGRAMS N.A.
- P4.01 PLUMBING, DETAILS

END OF ATTACHMENT A – SCHEMATIC DESIGN DOCUMENTS

ATTACHMENT B

SCOPE OF WORK FOR CONSTRUCTION MANAGER

The Proposer's Price Proposal shall include all costs, fees and expenses for all of the Work and Construction Manager obligations described below.

1.0 Construction Manager's Fee and Contingency

- 1.01 Construction Manager shall include the Construction Manager's Fee necessary for the performance of all its obligations as the Construction Manager for the entire Project pursuant to the Contract Documents including, without limitation, all profit, risk and expense not specifically included in the Cost of the Work necessary to perform all base building work, site work, and all other Work set out in the Contract Documents, and other work as set out herein. Construction Manager's Fee shall be a percentage fee, which will include all profit required by Construction Manager in performing the Work and establishing the Guaranteed Maximum Price. Construction Manager's Fee shall be converted from percentage to lump sum at the time of establishing the final Guaranteed Maximum Price.
- 1.02 Construction Manager's Contingency shall include all amounts required by Construction Manager in performing the Work and establishing the final Guaranteed Maximum Price for the construction of the complete Project.

2.0 General Conditions Items

Construction Manager shall provide all its obligations ("General Conditions Items") in accordance with the Construction Contract, General Conditions and as further described herein for a price not to exceed the General Conditions Amount.

Without limiting the generality of any of the foregoing, the following work shall be included as General Conditions items:

2.01 Pre-construction Services

The Construction Manager shall provide all management, supervision, labor, services, equipment, tools, supplies, and any other item of every kind and description required to provide comprehensive pre-construction services ("Pre-construction Services"), including attending design meetings, providing detail project schedules, detailed budgeting, constructability reviews, conducting pre-bid meetings, bid interviews, manage all bidding and negotiations with all subcontractors and material suppliers, and all other services required by the Owner for establishing the Guaranteed Maximum Price for all Work required to construct the Project, including without limitation:

- .01 Construction Manager shall provide preliminary evaluation of the program and Project budget requirements, each in terms of the other. Construction Manager shall prepare a preliminary estimate of the Construction Cost based on schematic designs or other documents that is indicative of area, volume or other standards. Construction Manager shall assist Owner and Development Manager in achieving mutually agreed upon program and Project budget requirements and other design

- parameters. Construction Manager shall provide construction budget evaluations of alternative materials and systems.
- .02 Construction Manager shall review designs for constructability during their development. Construction Manager shall advise on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Construction Manager shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to charges for the Work including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies.
- .03 Construction Manager shall provide for Owner's and Development Manager's review and acceptance, and periodically update (noting deviations and changes), a Project Schedule that coordinates and integrates Construction Manager's services, the Architect's services and Owner's responsibilities with anticipated design, buyout, and construction schedules.
- .04 Construction Manager shall prepare for Owner's approval a more detailed estimate of Construction Cost for the Work in a form mutually agreed upon by Owner and Construction Manager, developed by using estimating techniques which anticipate the various elements of the Project, and based on Design Development Documents prepared by the Architect. Construction Manager shall update and this estimate based on 50% Construction Documents. Both the Design Development Documents estimate and the 50% Construction Documents estimate shall be full estimates in a form mutually agreed upon by Owner, Development Manager and Construction Manager. Construction Manager shall identify the assumptions upon which such estimates are based and provide those assumptions to Owner and Development Manager. Construction Manager shall review the design documents prepared by the Owner's consultants to determine that the estimate assumptions have been incorporated into such design documents. Construction Manager will notify the Owner and Development Manager promptly in writing if the design does not comply with the assumptions upon which Construction Manager's estimates are based. Construction Manager shall advise Owner and Development Manager if it appears that the Construction Cost for the Work may exceed the Project budget. Construction Manager shall make recommendations for corrective action and provide value engineering options.
- .05 Construction Manager shall work with Owner's cost consultant to reconcile the Construction Manager's estimates to the cost consultant's estimates.
- .06 At all stages of the Project, the Construction Manager shall work with the Project Team to ensure that all estimates and the Guaranteed Maximum Price are within the Construction Cost Limitation that is

defined in the Construction Contract. At any time, should one of the estimates of construction cost or the Guaranteed Maximum Price exceed the Construction Cost Limitation, the Construction Manager shall work in good faith with the Owner, Development Manager, and Project Team, to bring the estimate or the Guaranteed Maximum Price into compliance with the Construction Cost Limitation. Construction Manager shall use its best efforts to propose and assess value engineering and other cost saving alternatives. The Construction Manager shall not be entitled to additional compensation or reimbursement for addition preconstruction services or an adjusted General Conditions Amount due to the time or effort required to comply with the Construction Cost Limitation.

- .07 Construction Manager shall review Contract Documents and consult with Owner, Development Manager and the Architect regarding Drawings and Specifications as they are being prepared in order to assist the Owner and Architect in identifying errors, omissions and conflicts within the Contract Documents for purposes of constructability, and to recommend alternative solutions whenever design details affect construction feasibility, costs, schedules or operational needs. Construction Manager will provide life cycle costing if reasonably requested by Owner or Development Manager in order to evaluate immediate and long term costs of Project components. Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering.
- .08 Construction Manager shall provide recommendations and information to Owner regarding the assignment of responsibilities for safety precautions and programs; temporary Project facilities; and equipment, materials and services for common use of subcontractors. Construction Manager shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.
- .09 At Owner's reasonable request, Construction Manager shall attend meetings as necessary at necessary times, including periodic project meetings and public meetings as required.
- .10 Construction Manager shall advise on the separation of the Project into Subcontractor trade packages for various categories of Work. Construction Manager shall advise on the method to be used for selecting Subcontractors and awarding Contracts. If separate Contracts are to be awarded, Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (i) the Work of the Subcontractors is coordinated, (ii) requirements for the Project have been assigned to the appropriate separate Contract, (iii) the likelihood of jurisdictional disputes has been minimized, (iv) coordination has been provided for phased construction and (v) detail is adequate to secure Guaranteed Maximum Price prices with a minimum of allowances and/or contingencies.

- .11 Construction Manager shall develop a Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Subcontractor. Such schedule will address the complete Project, including realistic activity sequences and durations, bid packages, permits, allocation of labor and materials, processing of shop drawings and samples, delivery of products requiring long-lead time procurement, and the Owner's occupancy and furnishings and equipment installation interface requirements. The Schedule shall specifically address the commissioning and turnover sequence required prior to the opening of the facility for performance events.
- .12 Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical Phases. Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages and/or to minimize financial exposure to the Owner
- .13 Construction Manager shall develop a comprehensive Site Logistics Plan and approach for the use of the Project Site, including site access locations, service roads, fences, gates, barricades, office and storage trailer locations, and submit to the Owner for approval.
- .14 Construction Manager shall assist the Owner, Development Manager and Owner's consultants as necessary in interfacing with the building department and other local authorities having jurisdiction over the Project.
- .15 Construction Manager agrees to complete its services in a prompt and efficient manner. Pricing shall be completed and delivered to Owner within a to-be-determined mutually agreed upon timeframe of receipt of such design documents by Construction Manager.
- .16 The Construction Manager will bid and negotiate all subcontracts and material purchases subsequent to the scope described in this Request for Proposal and required to perform the Work. The Construction Manager will diligently pursue a complete Guaranteed Maximum Price, as represented by the completed Construction Documents.
- .17 The Construction Manager shall prepare pre-qualification requirements and conduct the pre-qualification process for all subcontractors, vendors and suppliers. Unless approved in writing by the Owner, the Construction Manager shall assemble for the Owner's review a list of a minimum of five (5) pre-qualified subcontractors, vendors and suppliers for all bid packages.
- .18 The Construction Manager shall prepare the request for bid documentation for all trades and solicit bids from all subcontractors, vendors, and suppliers as agreed to with the Owner.

- .19 Major subcontractor bidding will be conducted in a similar process as that used for the Construction Manager bidding, i.e., individual bid presentations for major Subcontractors.
- .20 Minor Subcontractor bidding will be accomplished by Construction Manager implementing a bid process, obtaining bids from a minimum of three (3) Proposers from each trade and presenting all proposals and bid tabulations to Owner and Development Manager.
- .21 Construction Manager shall provide that staff required to conduct multiple simultaneous Subcontractor bid interviews at times approved by Owner so that all subcontract work can be awarded to produce the complete Project.
- .22 Construction Manager shall incorporate into its bid instructions to Subcontractors the following information provided by Owner or Development Manager:
 - a. unit prices to be provided by Subcontractors,
 - b. alternate prices to be provided by Subcontractors,
 - c. instructions in regards to scope and term and conditions to be incorporated into Subcontractor's proposals.
- .23 The Construction Manager shall recommend and may at the Owner's direction, bid and purchase certain equipment and/or materials requiring early procurement in order to achieve the Schedule objectives. Construction Manager's costs associated with bidding, purchasing, expediting, coordinating and managing such early procurement of equipment and/or materials shall be included in the General Conditions Amount.
- .24 The Construction Manager shall conduct material procurement in accordance with the Owner's direct purchase program described in the Construction Contract.
- .25 The Construction Manager shall respond to all requests for information or questions coming from the Proposers during the bidding phase. The Owner, Development Manager and Architect will be kept apprised of all such matters and copied on all responses.
- .26 The Construction Manager shall conduct individual pre-bid conferences with the major subcontractors, with the Owner and Development Manager in attendance as the Owner may elect, preparing agendas, minutes and formal written responses to all the Proposers questions.
- .27 The Construction Manager shall receive bids and conduct all bid interviews with each Proposer individually with the Owner and Development Manager in attendance as the Owner may elect.

- .28 The Construction Manager shall review all bids and the information submitted with the bids for compliance with the Contract Documents and the Construction Manager will prepare a comprehensive analysis and review of each bid providing its recommendation to the Owner and Development Manager for each bid package.
- .29 Owner shall select the successful Proposer contingent upon the Subcontractor agreeing to (i) sign Construction Manager's subcontract, (ii) comply with the Schedule, and (iii) include all required scope.
- .30 Should the Subcontractors' proposals on the balance of the work require the inclusion of unusual overtime or shiftwork to achieve the Schedule, the owner may at its sole election:
 - a. extend the Schedule to one not requiring such overtime or shiftwork, or
 - b. agree to pay for such overtime or shiftwork to maintain the Schedule.

In the event of either "a" or "b" above, the Construction Manager shall not receive any adjustment to the General Conditions Amount or Construction Manager's Fee.

- .31 All agreed to cost for Subcontractors and material purchases and all agreed to allowances will be aggregated jointly by Owner and Construction Manager and, when added by Change Order to the amount agreed to by the Construction Manager and Owner for Construction Manager's General Conditions Amount and Construction Manager's Fee, will represent the Guaranteed Maximum Price upon which the Construction Contract will be based. Construction Manager shall execute subcontracts with the agreed to Subcontractors in the agreed to amounts and any and all "buyout" savings from Subcontractors must be approved by the Owner and 100% of any such savings shall be credited to the Owner.
- .32 Owner shall provide the prints of the Drawings and Specifications necessary to price the Work in accordance with the agreed to pricing packages as set out in the General Conditions. In addition, the Owner shall provide two (2) reproducible sets of Drawings and two (2) sets of Specifications at the time of executing the Construction Contract. Costs for printing subsequent change order issues may be included in the Change Order pricing.
- .33 Prior to execution, Construction Manager shall submit all of the subcontracts and material purchase orders to the Owner and Development Manager for review and approval. Owner shall have no liability or responsibility for any subcontract or material purchase order executed by the Construction Manager.

2.02 Temporary Utilities and Climate Control

- .01 Construction Manager shall provide proper climate control as required to construct the Project and protect finished Work until Substantial Completion of the Project. Construction Manager will pay all utility costs, whether from a permanent or temporary source, including but not limited to gas, electricity, steam, and water, until Substantial Completion of each phase of the Project or the Owner's first permanent occupancy of a portion of each phase of the Project, whichever first occurs. The Construction Manager shall also pay all costs for temporary heating, cooling or ventilation facilities, equipment, labor and standby personnel until Substantial Completion.
 - .02 Construction Manager may utilize any portions of the permanent mechanical or electrical systems for its own use provided:
 - a) Construction Manager pays for all operating and standby personnel required for the proper and safe operation of the equipment and/or as may be required by any trade unions (if any).
 - b) Construction Manager protects and maintains the systems as required by the Architect and restores the systems after such temporary use to a like new condition as required by the manufacturer to provide for the full warranty period following turnover of the systems to the Owner. Construction Manager shall submit a maintenance and operation plan, for review and approval of the Owner, Architect and applicable Consultants. Such plan shall address all aspects of protection and maintenance of the equipment, including mold and other contaminates.
 - .03 Construction Manager will provide and maintain all temporary utility equipment systems, distribution and connections and pay all temporary hook-up and/or service charges (if any), except that the temporary power distribution and lighting system and equipment will be provided and maintained by the electrical Subcontractor.
 - .04 Confirmation of the location and suitability of temporary and permanent electrical power shall be confirmed with local utility providers. Construction Manager shall include all costs for relocation, maintenance and removal of this temporary service including the costs for maintaining service to existing street lighting circuits.
- 2.03 Hoisting
- .01 Construction Manager will provide all hoisting and associated costs in accordance with its Site Logistics Plan, submitted as a part of the proposal, including but not limited to the following:
 - hoist rentals,
 - installation and removal,
 - operation and maintenance,
 - concrete base, pads and
 - testing and maintenance of hoist machinery,
 - electric power and fuel use,
 - premium time use, and

- foundations,
 - landings, gates, and ramps,
 - equipment and operator enclosures,
 - closing of openings at hoist support penetrations to the structure.
- .02 Construction Manager may utilize any portions of the permanent elevator system for its hoisting provided:
- a) Construction Manager pays for all operating personnel including those required by any trade unions.
 - b) Construction Manager pays the elevator Subcontractor to maintain the system as required by the Owner, Development Manager and/or Architect and to restore the system after such temporary use to a condition required for the full effect of the warranty period so that Owner receives the benefit of the full warranty.
 - c) Construction Manager turns over the system to the Owner for occupancy in such manner or grouping so that the Owner may operate the system or part of the system automatically and with full certification by all government agencies.
 - d) Construction Manager provides adequate protection of all interior cab finishes, doors, frames, equipment and all other elevator work, and restores them to new condition at the completion of the Project.
 - e) Construction Manager shall include all costs associated with the temporary operation and use of the permanent elevators.
- .03 Construction Manager agrees that openings to the outside of the building shall be weather tight and interior space to be occupied shall be architecturally treated in a manner acceptable to the Architect, until such time as the hoists are removed and the permanent wall and finishes can be completed.
- .04 There shall be no charge to the Subcontractors for use of the Construction Manager's cranes and other material and personnel hoisting equipment.
- .05 Construction Manager shall coordinate and cooperate with the Owner's and building tenants' separate contractors and furniture installers in providing them with full access to the building and use, at no additional cost to either Owner, Owner's contractors, or tenants' contractors including furniture installers of all hoisting facilities (including after hours hoisting), loading facilities, temporary utilities (including power), trash chutes and dumpsters as may be required.
- 2.04 Site Hours and Associated Provisions
- .01 Construction Manager shall provide for all labor and facilities required by any applicable collective bargaining agreement including, without

limitation, teamster and master mechanics requirements from the commencement of construction through completion of the Work. This requirement includes providing these requirements during the hours of 7:00 AM to 3:30 PM Monday through Friday (“Normal Working Hours”) and overtime hours, as allowed by applicable local codes, if such overtime hours are required to maintain the Schedule.

.02 Construction Manager shall provide all obligations required by the Contract Documents, including any standby personnel, for Normal Working Hours and for any overtime hours, if such overtime hours are required to maintain the Schedule and complete the Project on or before the Time(s) of Completion.

2.05 Temporary Work.

.01 Construction Manager shall include all costs associated with temporary bracing, support, shoring or structural upgrades as necessary to perform the Work.

.02 Construction Manager shall provide, continuously monitor, and maintain all temporary rough carpentry and temporary work, including but not limited to:

- barricades,
- railing,
- toe boards,
- temporary stair treads,
- protection of finish work,
- protection of utilities,
- trash and debris chutes,
- temporary dust protection, noise abatement measures,
- weather protection,
- vibration protection,
- outriggers or catchalls,
- sidewalk bridges,
- site fence,
- field offices,
- temporary buildings,
- temporary roads
- temporary traffic control
- site security,
- temporary toilets,
- temporary offices, storage rooms, tool sheds for Construction Manager use and relocations of same,
- toilet enclosures inside building,
- hoist landings and gates,
- temporary cabs,
- temporary gates,
- protection of cabs,
- shaft enclosures,
- dividing screens,
- closed openings,
- protection at setbacks,
- temporary doors, and
- special scaffolds.

2.06 Site Utilization and Construction Logistics

.01 Construction Manager shall develop and maintain a Site Logistics Plan in a form acceptable to the Owner.

.02 Construction Manager shall provide a secure site perimeter barricade at least eight feet (8’0”) tall around the entire construction site. The Construction Manager shall be entirely responsible for the design, engineering, construction and maintenance of the barricade.

- .03 Construction Manager shall assume control of and all responsibility for the Project Site immediately upon turnover of the Project Site by the Owner.
- .04 Construction Manager shall provide and assumes all risks for Project safety and security. Construction Manager shall provide security and safety personnel on the Project Site in number and at times it deems necessary and appropriate to mitigate such risk. Construction Manager shall provide Project Site safety meetings and meet all safety requirements. Construction Manager shall provide night or after hour guard or security services as Construction Manager determines is appropriate to mitigate its security risks.
- .05 Construction Manager shall provide and maintain the necessary fire protection, fire extinguishers, fire hoses or any other equipment required except that the temporary fire protection standpipe(s) will be provided and maintained by the fire protection Subcontractor.
- .06 Construction Manager shall provide any necessary site offices for its staff to facilitate the efficient administration of the Work and include any necessary relocation of its temporary offices and agrees not to interfere with the occupancy of the Project. Construction Manager shall provide in its site office a space for Architect and Development Manager equipped with a desk, chair, light, telephone, high speed internet access and plan table, and shall provide two similarly equipped offices for use by the City.
- .07 Construction Manager shall construct and maintain all temporary roads, staging areas, temporary protection, loading and unloading areas, storage areas, parking areas, barricades and associated costs and temporary utilities necessary for the complete construction operations of the Project necessary to produce the Work.
- .08 Construction Manager shall provide all miscellaneous small tools, equipment or materials associated in any way with its obligations pursuant to the Contract Documents.
- .09 Construction Manager shall provide all the necessary Project communications systems.
- .10 Construction Manager shall provide all weather protection, including weather tight enclosures and temporary roofs as may be required to produce the Work.
- .11 Construction Manager shall provide the necessary site and street cleaning including installation and maintenance of truck washes, trash, debris, and mud removal.
- .12 Construction Manager shall provide and maintain all necessary dewatering facilities including facilities to handle storm run-off, and shall adequately dewater the site at all times during the course of

construction. Construction Manager shall treat all ground water and storm runoff prior to it being pumped from the site in compliance with all applicable laws, codes, LEED requirements and environmental regulations.

- .13 Construction Manager shall repair or replace any sidewalks, fire hydrants, street lights, traffic signals, streets, curbs, gutters, or utilities damaged during construction. Construction Manager shall remove, replace, cap or relocate as necessary all utilities, street lamps, traffic lights, controllers, signage, etc. Construction Manager shall protect and shall not disrupt any existing utility service that may be routed through the Project Site.
- .14 Each Subcontractor shall be required to protect all finished Work until the Subcontractor is complete with its work on each floor. Once the Subcontractor is complete with its Work on that floor the Construction Manager shall assume responsibility for protection of such finished Work. Construction Manager shall provide such temporary protections as it deems necessary and appropriate to mitigate its risk of damage to finished Work.
- .15 Construction Manager shall provide all general expenses or incidentals associated with the field office or home office.
- .16 Construction Manager shall include all costs associated with performing the Work and keeping the Owner and all adjacent businesses uninterrupted and in full operation.
- .17 Prior to commencing construction, the Construction Manager shall provide existing conditions surveys completed by third party professionals on adjacent streets, utilities and neighboring properties including any such surveys required by governing authorities and/or the local utility companies.
- .18 The Construction Manager shall provide all required engineering by a registered State of Florida structural Engineer for all temporary cranes and/or personnel material hoists including all foundations and structures to support such facilities including perimeter attachments to the structure of the building.

2.07 Cleaning, Trash and Debris Removal, and Restoration

- .01 Construction Manager shall provide a clean and safe Project Site including pest control as required.
- .02 Each Subcontractor shall be responsible for placing its trash and debris in a centrally located suitable container or trash chute(s) to be provided by Construction Manager on each floor as directed by the Construction Manager. Construction Manager shall provide such containers or trash chute(s).
- .03 Construction Manager shall regularly remove and dispose of such trash

and debris. Construction Manager may utilize trash chutes, the temporary hoisting equipment or temporary elevators after Normal Working Hours to remove such trash such that it does not interfere with the progress of the Work.

- .04 Construction Manager shall provide for complete final cleaning, including thoroughly cleaning all interior and exterior finished surfaces prior to occupancy.
- .05 The Construction Manager shall divert construction and demolition debris from disposal in landfills and incinerators. Recycle and/or salvage at least 75% of non-hazardous construction and demolition debris by weight, as required to achieve LEED credit MRc2.2. Recycled and salvaged materials sorted for collection shall include at a minimum paper/cardboard, aluminum, steel, plastics, wood, and gypsum board. A designated area within the project site shall be established for storage of the sorting containers. A construction waste hauler/recycler shall be utilized to remove sorted construction waste from the site.

2.08 Line and Grade

- .01 Construction Manager shall provide the construction survey, axis lines and benchmarks, layout, or line and grade work necessary for proper execution of the Work except for the land survey provided by the Owner and that work normally provided by the Subcontractors. At a minimum, the Construction Manager will provide on each floor: four (4) elevation benchmarks (one on the perimeter at each elevation of the building) and four (4) column off set lines, two (2) north/south and two (2) east/west (each parallel pair to be separated by the building core).

2.09 Project Staff

- .01 Construction Manager shall provide the Project staff, as long as those individuals are employees of Construction Manager, as shown on the Construction Manager's Table of Organization submitted as a part of the Construction Manager's proposal.
- .02 Construction Manager specifically agrees that there shall be no change in any staff without prior approval of the Owner.
- .03 Construction Manager shall replace any individual of the Construction Manager's staff upon Owner's request.
- .04 It is mutually understood that Construction Manager's obligation in regard to matters covered under the General Conditions is that Construction Manager shall provide the personnel staff required to complete the Project and not that Construction Manager shall provide certain staff for a certain period of time.
- .05 Construction Manager shall provide any travel expense for any travel by its own employees including travel to any Subcontractor or material suppliers' place of business when necessary for proper execution of the

Work.

- .06 Construction Manager shall provide all necessary personnel required to give complete pricing information for all changes to the Work, within fourteen (14) calendar days of receipt of change request documentation for such pricing.
- .07 The Construction Manager project staff shall be located at the Project site and not in the Construction Manager's home office.

2.10 Schedule

- .01 Construction Manager specifically agrees to the terms and conditions relating to the Time(s) of Completion, time obligations and Schedule as set out in the Contract Documents. The Schedule indicates the construction time anticipated by Construction Manager. It is mutually understood that Construction Manager shall provide the matters required by the Contract Documents and all matters set out herein required to complete the Project and not that Construction Manager will provide such matters for certain periods of time.

2.11 Coordination

- .01 Construction Manager shall cooperate with and coordinate the Work with the work of the Owner's separate contractors including fixturing contractors, furniture contractors, special equipment installers, food service equipment installers, telecommunications installers, data installers and furniture installers.
- .02 Construction Manager and all its Subcontractors shall coordinate the Work with all utility work, street work, curb and gutter work and such other work performed by others.

2.12 Permits, Insurance, Warrantees

- .01 Construction Manager shall include a minimum of a two (2) year warranty for all Work. The payment and performance bonds should cover the first year of the two (2) year warranty period.
- .02 Construction Manager shall include all taxes and fees including, all sales and use tax, as required by authorities having jurisdiction and as described in the Contract Documents. The Construction Mmanager's accounting shall allow for the administration of the Procedure for City-Furnished Materials described by Exhibit L of the Construction Contract.
- .03 Construction Manager shall provide and maintain all construction-related permits, building permits and approvals and expediting of such permits and approvals, including but not limited to, sidewalk and/or street closings, sidewalk crossing, Certificates of Occupancy and any other permits not normally furnished by a Subcontractor.
- .04 Construction Manager shall provide Builders Risk Insurance, General Liability Insurance and Payment of Performance Bonds, all in

accordance with the General Conditions.

- .05 Construction Manager shall exclude all entitlement fees, permanent utility tap fees (water participation charges, system development charges, sanitary sewer charges, suburban water district charges) and impact fees.

2.13 Miscellaneous

- .01 Construction Manager shall provide all temporary graphics necessary for the performance of the Work and as required by governmental bodies having jurisdiction.
- .02 If approved by the Owner and the City of Orlando and agreed to in advance, in writing, by the Owner and the City of Orlando, Construction Manager may bill for off-site stored materials meeting the requirements of the Owner direct purchase program and the following requirements:
 - a) Materials and equipment custom fabricated specifically for this Project or having long lead time ordering requirements wherein delivery to the Project Site by the date required for installation cannot otherwise be guaranteed.
 - b) Materials stored in a separate segregated area from other materials and clearly identified for this Project.
 - c) Materials protected from damage, theft and weather deterioration.
 - d) Materials covered by insurance and a notarized bill of sale in the Owner's name.
 - e) Notice of intention to bill for the material is given to Owner by the 15th of the month to allow Owner to inspect the stored material before the monthly Application for Payment due date.
- .03 Construction Manager shall develop and maintain an Emergency Response Plan in a form acceptable to the Owner and the City of Orlando.
- .04 To the extent that the Construction Manager is able to have the Subcontractors agree to unforeseen conditions, or taking the entire site "as is", Construction Manager shall provide all General Conditions costs, Contingency, and Construction Manager's Fee associated with taking the site "as is" and assuming all risks for all unforeseen conditions and providing an "unclassified site".
- .05 At no time shall campers, trailers, motor homes, or any other vehicle be used as living or sleeping quarters on the Project Site.
- .06 Prior to commencement of any grading, or excavation, the Construction Manager shall submit the State NPDEC for coverage under the State Construction Storm Water Permit.

- .07 Prior to receiving a foundation inspection for the structure the Construction Manager shall submit a pad elevation certification prepared by a licensed land surveyor or registered civil engineer to the Owner, certifying the pad and building location (setbacks) are pursuant to the approved plans.
- .08 The Construction Manager shall install environmental control(s), such as an oil/water separator, sand filter, or approved equal to intercept and pretreat storm water and underground water prior to reaching the storm drain. The design, locations, and a schedule for maintaining the separators shall be submitted to the appropriate authorities for review and approval.
- .09 The Construction Manager shall provide all required engineering by a registered State of Florida structural Engineer for fabrication, installation and permitting of the perimeter earth retention wall system (if any) and all structural steel connections.
- .10 Prior to occupancy the Construction Manager shall call for and coordinate the final inspection by the appropriate authorities.
- .11 Construction Manager shall include all costs related to parking of its personnel. Parking will not be available on the Project Site. The Owner shall not be responsible for providing parking for Construction Manager's or Subcontractor's personnel.
- .12 Construction Manager shall include all taxes as required by authorities having jurisdiction.
- .13 Construction Manager and each of its Subcontractors shall provide such accounting as required by Owner to separate all base building costs from Tenant Improvement costs.
- .14 Construction Manager shall facilitate and fully support the Owner's efforts to accomplish a LEED certified project as determined by the U.S. Green Building Council. The Construction Manager's effort shall include, without limitation, all costs for Work, documentation, management, administration necessary to achieve the required LEED points. The Construction Manager shall provide knowledgeable, trained staff to support this effort.

END OF ATTACHMENT B – SCOPE OF WORK FOR CONSTRUCTION MANAGER