

BOARD OF TRUSTEES
ST. PETERSBURG COLLEGE
FACILITIES PLANNING & INSTITUTIONAL SERVICES



CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
CLEARWATER JOINT-USE LIBRARY, SITE 2

REQUEST FOR STATEMENTS OF QUALIFICATIONS

- ☐ EVALUATION PROCEDURES
- ☐ EXPERIENCE QUESTIONNAIRE
- ☐ PACKET CHECKLIST
- ☐ LETTER OF INTENT

**STATEMENTS OF QUALIFICATIONS DUE:
July 18, 2014, 3:00PM E.S.T.**

Physical Address:

St. Petersburg College
The Office of Facilities Planning &
Institutional Services
14025 58th Street North
Clearwater, FL 33760

Mailing Address:

St. Petersburg College
The Office of Facilities Planning &
Institutional Services
P.O. Box 13489
St. Petersburg, FL 33733

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PUBLIC NOTICE

LEGAL NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ) FOR CONSTRUCTION MANAGER AT RISK SERVICES

PUBLIC ANNOUNCEMENT FOLLOWING PROCEDURES OF THE CONSULTANTS' COMPETITIVE NEGOTIATION ACT, PURSUANT TO SECTION 1013.45(c), FLORIDA STATUTES, AND PURSUANT TO THE PROCEDURES SET FORTH IN SECTION 287.055, FLORIDA STATUTES

RFQ #SPC 1707-P-12-2 Construction Manager at Risk Services, Clearwater Joint-Use Library, Site 2

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

To provide complete Construction Manager at Risk services to Clearwater Joint-Use Library, Site 2

Construction services to be provided may include, but are not be limited to: heating, ventilation and air-conditioning (HVAC); roofing; civil; site development; waterproofing; parking and landscaping; classrooms; laboratories; offices; general construction; and related support service areas. The square footage is anticipated to be approximately 55,000 square feet encompassing a two to three story building. All projects are intended to be completed in accordance with college standards including but not limited to "sustainable" design standards.

Total estimated value of project: \$14,000,000

Construction Manager at Risk firms interested in competing for the project must apply in writing and must submit the information required by the Request for Qualifications (RFQ) application packet, which includes but is not limited to:

- 1) the firm's history, structure, personnel, licenses, and experience;
- 2) related projects similar in scope or amount completed by the company, including name of client or its representative;
- 3) financial information such as balance sheet and statement of operations;
- 4) project management, scheduling, and cost control systems the company uses for similar projects;
- 5) proposed local and minority business involvement in the project;
- 6) cost control and value engineering techniques;
- 7) and description of litigation, major disputes, contract defaults and liens in the last five (5) years.

The application process also includes:

- 8) a mandatory pre-statement submission conference for any firm interested in being considered for the required services;
- 9) an interview with the three to five shortlisted firms;
- 10) and confirmation of references.

All interested firms must also understand and agree to the following minimum project requirements as set forth in the RFQ:

- 1) Construction schedule to allow issuance of Substantial Completion and Certificate of Occupancy in Spring 2016;
- 2) Bonding capacity based on project amount stated above;
- 3) Early bid package provision for building structural systems at 75% Construction Documents;
- 4) LEED Certification in accordance with §255.2575 F.S.; and
- 5) Utilization plan for subcontractors to maximize the use of local and Minority Business Enterprises (Certified in Accordance with §287.0943 F.S.).

Construction Manager at Risk Firms interested in being considered for selection must obtain the RFQ from the College's Purchasing website: www.spcollege.edu/purchasing. RFQs are expected to be made available on Sunday, June 22, 2014. Interested firms must also attend a mandatory pre-submission conference from 10:00 a.m.-11:30 a.m. on Tuesday, July 8, 2014, at the St. Petersburg College District Office, located at 6021 142nd Avenue North, Clearwater, FL 33760. (Note: no Statements of Qualifications will be accepted by the College prior to the conference.) Questions concerning the RFQ process and required services will be addressed at the conference. Following the conference, any remaining questions must be sent in writing to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services at Waechter.Jim@spcollege.edu. All questions submitted after the conference must be submitted no later than 3:00 p.m., Friday, July 11, 2014 to obtain a response. Responses to questions submitted after the conference will be posted to the College's Purchasing website: www.spcollege.edu/purchasing. Firms interested in being considered for selection must email an electronic (PDF) copy of their Statement of Qualifications to Waechter.Jim@spcollege.edu, or mail a thumb drive or Compact Disc (CD) containing their Statement of Qualifications to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, St. Petersburg College, P.O. Box 13489, St. Petersburg, FL 33733, or hand deliver an electronic copy of their Statement of Qualifications to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, 14025 58th Street North, Clearwater, Florida 33760. Statements of Qualifications must be received by the

College no later than 3 p.m., Friday, July 18, 2014. The College will not be responsible for late submissions or delays in delivery.

Following review of the Statements of Qualifications by the College's Construction Manager at Risk Screening Committee, three (3) to five (5) shortlisted Firms will be asked to interview with the College's Construction Manager at Risk Selection Team (tentatively) on Friday, August 8, 2014. Any addendum to the RFQ will be submitted electronically through the College's Purchasing website. Interested firms are encouraged to check this site often to ensure attainment of the most recent updates. An award is expected to be announced following the College's Board of Trustees meeting on August 19, 2014.

In addition to all other rights of the College under Florida law or the Board of Trustees Rules and College Procedures, the College specifically reserves the following:

- a) The College reserves the right to rank firms pursuant to relative Florida Statutes and Florida Administrative Code sections and to negotiate with the highest-ranking firm.
- b) The College reserves the right to reject any and all Statements of Qualifications.
- c) The College reserves the right to reject the Request for Qualifications and associated process.
- d) The College reserves the right to remedy or waive technical or immaterial errors in the Request for Qualifications or in Statements of Qualifications submitted by the firms.
- e) The College reserves the right to request any necessary clarifications or statement data without changing the terms of the Statement of Qualifications.

All expenses involved in the preparation and submission of Statements of Qualifications to the College, or any work performed in connection therewith, shall be borne by the firm submitting the statement. No payment will be made for any responses received or for any other effort required of, or made by, the firm submitting the statement prior to contract management.

Any actual or prospective proposer who is allegedly aggrieved in connection with the issuance of this Request for Qualifications or pending award of contract, may protest to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services, P.O. Box 13489, St. Petersburg, FL 33733. The protest must be filed in accordance with Chapter 120, Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**By order of the Board of Trustees of St. Petersburg College
St. Petersburg College is an Equal Access/Equal Opportunity Employer**

EVALUATION PROCEDURES

I GENERAL INSTRUCTIONS

- A. A Statement of Qualifications shall not exceed 80 pages including the Experience Questionnaire. All documentation submitted in support of the Statement of Qualifications must be typed or printed. Any corrections made to the documentation by the applicant prior to the designated deadline, must be initialed and dated by the same person signing the Experience Questionnaire.

Each Statement of Qualification must be submitted to:

St. Petersburg College
Office of Facilities Planning & Institutional
Services
14025 58th Street North
Clearwater, FL 33760

-or-

(Mailing Address)
P.O. Box 13489
St. Petersburg, FL 33733

Deadline: Each Statement of Qualifications must be received no later than 3 p.m., July 18, 2014. Statements received after the designated deadline will be returned unopened to the submitting firm. The College reserves the right to reject any application deemed to be not in compliance with these instructions.

- B. Interested firms must email a complete Statement of Qualifications in electronic form (scanned PDF's where signatures are required) to Waechter.jim@spcollege.edu or mail or hand deliver a thumb drive or Compact Disc (CD), containing all necessary information. Each Statement of Qualifications must include:
- one (1) copy of the complete audited financial statements with comments, and
 - one (1) copy of the required Unconditional Letter of Intent from the firm's bonding company, and
 - one (1) copy of a Public Entity Crime statement per Section 287.133(2)(a), F.S.
- C. The Experience Questionnaire must contain an original signature of an authorized representative of the responding firm. If the firm is a Corporation, it must furnish proof of good standing by the Florida Secretary of State, Division of Corporations along with one (1) copy of the firm's current Florida License.
- D. The Request for Qualifications Checklist must be completed and included with the complete package. The Checklist must contain an original signature of an authorized representative of the responding firm.
- E. Each firm must respond completely to each of the items on the Experience Questionnaire.
- F. Each firm must be available to attend an interview with the Construction Manager at Risk Selection Team (tentatively) on Friday, August 8, 2014.
- G. Questions concerning this Request for Qualifications must be directed in writing to Jim Waechter, Associate Vice President, Facilities Planning and Institutional Services at Waechter.Jim@spcollege.edu.
- H. The College is not responsible for any costs incurred by the firms prior to the issuance of an executed contract.

II SELECTION PROCESS

- A. The College's Construction Manager at Risk Screening Committee will include College employees, persons recommended by members of the Board of Trustees with background and experience in community leadership, and representatives from the City of Clearwater. The Screening Committee will be chaired by an appointed member of the Board. It is anticipated the Committee will include eleven (11) members.
- B. The Screening Committee will meet to review all Statements of Qualifications received and accepted and will, through the process outlined in this RFQ, eliminate from further consideration all but three (3) to five (5) firms, based on the selection factors in this RFQ. During this first step of selection, all firms will be evaluated using a non-numerical system and there will be no interviews or rankings conducted by the Screening Committee. (The Screening Committee's work will be non-determinative as to the final selection by the Board of Trustees.) Once the Screening Committee has "shortlisted" three (3) to five (5) firms, the Associate Vice President of Facilities Planning and Institutional Services will contact the shortlisted firms to inform them of their selection to compete in step two of the selection process.
- C. Once the shortlisted Firms have been notified by the College, they will be scheduled for an interview with the Selection Team. The Selection Team will include the College President, an appointed member of the Board of Trustees, and a representative from the City of Clearwater. The College President will chair the Selection Team. The Selection Team will evaluate each of the shortlisted firms based on the selection factors (using numerical rating) in this RFQ. The Selection Team will submit in order of preference three (3) firms deemed to be the most highly qualified to perform the required services. The submission will be made through the College President to the Board of Trustees, with a recommendation to negotiate with the highest ranking firm.
- D. When authorized by the Board of Trustees, the Associate Vice President of Facilities Planning and Institutional Services will notify the successful firm of selection and proceed into negotiations. The College will negotiate and enter into a contract for project services with the firm authorized at compensation determined to be fair, competitive and reasonable. In making the determination during the negotiation stage, the College will analyze the proposed cost of services required, giving full consideration to the scope and complexity of the project. The compensation will be on a guaranteed maximum price basis for all costs which will include reimbursable costs plus fixed lump sum fees for project management, overhead and profit.
- E. If the College is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the College determines to be fair, competitive and reasonable, negotiations with that firm will be formally terminated. The College will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the College will then undertake negotiations with the third most qualified firm. Should the College be unable to negotiate a satisfactory contract with the three most qualified firms, additional firms will be selected in accordance with law. The College reserves the right to determine not to proceed with the project.
- F. Upon completion of negotiations, the proposed contract will be presented for consideration and approval by the Board of Trustees, which has exclusive authority for the final award decision.

III SELECTION CRITERIA (Points only to be used by Selection Team at Step 2)

TOTAL (100 POINTS)

Interested firms must respond to the following items on the forms provided in the Experience Questionnaire.

A. General Information & Location: (15 points)

Complete the attached Experience Questionnaire accurately. The information contained therein is an essential part of the firm's overview to be considered here. This information contains the key elements as contained in Florida Statutes, including local and corporate location and current and projected workloads.

B. Ability and Financial Capability: (15 points)

Here the Screening Committee (and if the Firm is selected to advance, the Selection Team) will consider the financial condition and past experience of the firm and that of the proposed staff to assign a rating to the firm's ability to perform within the proposed project schedule listed below:

- February 2015 - Completion of Design (Construction Documents)
- April 2015 - Completion and submittal of Guaranteed Maximum Price
- May 2015 - Construction begins
- March 2016 - Substantial Completion of project
- April 2016 - Final Completion and Final Accounting of project

State the firm's ability and plans to perform within this project schedule.

Also, submit the firm's most recent financial statements with an audited report with comments, that are not older than one (1) year. If the most current report has not been audited, the previously audited report, with comments, must accompany the most recent financial statements.

Itemize projects for the previous three (3) year period by:

Contract Name, Contract Amount and indicate any value of uncompleted work (included in Experience Questionnaire)

C. Related Experience: (20 points)

Complete this section of the Experience Questionnaire accurately. Use a separate form for each completed and current project similar to the size and scope of this project. Please indicate the firm's ability as it relates to classroom buildings, LEED or other sustainable building projects, institutional projects, larger in scope and size as well as smaller commercial type projects.

D. Scheduling and Cost Control: (10 points)

Submit the firm's schedule compliance and cost control results for each of the projects listed in Section C. The information should describe the firm's scheduling and methods of cost control systems and demonstrate a plan that would include a system by which donated services and/or materials can be accepted and utilized as part of an overall cost saving strategy.

E. On-Site & In-House Office Staff: (10 points)

Separately describe the specific project related capabilities of the firm's on-site & in-house office staff. Provide a resume of the key personnel who will be in direct support of this project, including, but not limited to the following:

1. Name, title and assignment for this project
2. Number of years with this firm
3. Number of years with other firms
4. Experience

- a. Types of projects
- b. Size of projects (dollar value & square footage),
- c. Specific project involvement
- 5. Indicate which projects were fast tracked
- 6. Identify all LEED accredited professionals and projects each LEED AP has completed
- 7. Education
- 8. Active registration
- 9. Other experience and qualifications that is relevant to this project, such as:
 - a. Design Expertise - review and analysis
 - b. Budget Estimating & Cost Control
 - c. Life Cycle Cost Analysis
 - d. Scheduling
 - e. Quality Control - design and construction
 - f. Claims Management
 - g. Project Close-out

With respect to both on-site and in-house office staff, provide an organizational chart, as it will relate to this project, indicating key personnel and their relationships. Indicate each staff member's assignments and responsibilities. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.

F. Beneficial Community Impact: (30 Points)

Describe the means by which the local community will be included in the construction and/or related services within the entire scope of the project. It is anticipated that the project will reflect a minimum of thirty percent (30%) of the subcontracts and project expenditures will be committed to local community residents and/or businesses. "Local community" means the City of Clearwater, Florida, as defined by the City of Clearwater, Florida.

Also, relative to Section 255.102, Florida Statutes, describe the firm's plan to comply with the good faith efforts to obtain Minority Business Enterprise (MBE) participation. Up to ten (10) points of this section will be awarded based on the MBE participation plan. If applicable, please include the firm's valid MBE certification from the State of Florida.

G. Insurance Program (No Points Assigned)

Enclosed is a copy of the insurance requirements for this contract. Please review and be prepared to submit Certificate of Insurance on all types of insurance at time of award letter of each component project assigned during the contract period.

H Bonding Requirement: Threshold component (No Points Assigned)

Bonding the Guaranteed Maximum Price contract is a requirement, therefore, provide a written **unconditional statement** as set forth in the precise attached unconditional language used in the **Letter of Intent** form from the firm's bonding company indicating the bonding company's willingness to bond this project if awarded to this firm and attach it to the firm's financial statements. See attached Letter of Intent Form (Appendix B).

I. Public Entity Crime Statement (No Points Assigned)

Provide a Public Entity Crime statement per Section 287.133(2)(a), Florida Statutes, and include it with the firm's complete audited financial statements and Bonding Unconditional Letter of Intent under separate cover from the completed Experience Questionnaire. (See Appendix C)

Address of Primary Corporate Office: _____
Address of Office Handling this Project: _____

If an **Individual** Proprietorship complete the following:

Date of Organization: _____

Name of Owner: _____

Address of Primary Corporate Office: _____

Address of Office Handling this Project: _____

SUBSIDIARY or AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST
Name and Address of Subsidiary or Affiliated Companies:

Explain in detail the principal's interest in this firm and the nature of the business

1. Is your firm currently pre-qualified with any government agency?

Yes ☐ No ☐

If yes, please list agency/agencies:

2. Within the previous seven (7) fiscal years, has your firm been denied a contract award on which you submitted the low bid, or been refused pre-qualification?

Yes ☐ No ☐

If yes, please explain:

3. Within the previous seven (7) fiscal years, has your firm failed to complete a project?

Yes ☐ No ☐

If yes, state the name of the project, the firm's responsibilities, and the reason for failure to complete.

4. Within the previous seven (7) fiscal years, has your firm been involved in litigation or legal challenge pursuant to the Florida Administrative Procedures Act (APA)?

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CM At Risk Services for Clearwater Joint-Use Library, Site 2

Yes ☐ No ☐

If yes, state the name of the project, the firm's responsibilities, and explain the nature and current status.

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

Yes ☐ No ☐

If yes, state the name of the project, the firm's responsibilities, and explain the nature and current status.

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

Yes ☐ No ☐

If yes, please explain:

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

RELATED EXPERIENCE

The next two pages are forms which should be duplicated as necessary to list your firm's completed projects and current projects.

COMPLETED PROJECTS

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

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

Project Description

Project Name: _____

Project Location: _____

Project Scope: _____

Project Size: _____
 (gross square feet) _____
 LEED Status (or related) _____
 Original Contract Amount: \$ _____
 Final Contract Amount: \$ _____
 Explain Differences in _____
 Contract Amounts _____

Firm's Role in the Project

Firm's Responsibility: _____
 (Contractor, Project _____
 Manager, Design/Build, etc.) _____
 Project Staff: _____
 Principal in Charge: _____
 Project Manager: _____
 Other: _____

Project Duration

Completion Dates: _____
 Original: _____
 Revised: _____
 Actual: _____
 Explain Differences in _____
 Completion Dates: _____

Owner Information

Owner: _____
 Contact Person & Title: _____
 Address: _____
 Email Address: _____
 Telephone: () _____ Fax: () _____

Architect/Engineer Information

Project Architect/Engineer: _____
 Contact Person: _____
 Title: _____
 Address: _____
 Email Address: _____
 Telephone: () _____ Fax: () _____

CURRENT PROJECTS

List and indicate the status of current projects under contract as of the date of this application. Indicate whether the project is in progress or awarded and not yet begun.
 (Duplicate this page as necessary to list projects)

Project Description

Project Name: _____
 Project Location: _____
 Project Scope: _____

 Project Size: _____
 (gross square feet) _____

Anticipated LEED _____
Status (or related) _____

Total Amount of Your
Contract: \$ _____
Uncompleted Amount of
Contract: \$ _____

Firm's Role in the Project

Firm's Responsibility: _____
(Contractor, Project
Manager, Design/Build, etc.) _____
Project Staff: _____
Principal in Charge: _____
Project Manager: _____
Other: _____

Contract Information

Contract Status: _____
(Awarded & Not Yet Begun, In Progress, In Progress & Stopped, etc.)
Explanation: _____
Is the Project on schedule? Yes ☐ No ☐
If no, please explain: _____
Other: _____

Owner Information

Owner: _____
Contact Person & Title: _____
Address: _____
Email Address: _____
Telephone: () _____ Fax: () _____

Architect/Engineer Information

Project Architect/Engineer: _____
Contact Person: _____
Title: _____
Address: _____
Email Address: _____
Telephone: () _____ Fax: () _____

PRINCIPAL/OFFICER SIGNATORY PAGE

The enclosed financial information, including the Firm's complete audited financial statements with comments and the bonding company's Letter of Intent, as required by this Request for Qualifications, is a true and accurate representation of the financial status of this firm.

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

(SIGNATURE)

(TYPED NAME)

(TITLE)

Separate Enclosures to Experience Questionnaire:

1. Complete Audited Financial Statements with Comments
2. Letter of Intent
3. Public Entity Crime Statement

APPENDIX

Appendix A	Packet Checklist
Appendix B	Letter of Intent
Appendix C	Public Entity Crime Statement
Appendix D	Article 14: Insurance, Indemnity, and Waiver of Subrogation



CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR
CLEARWATER JOINT-USE LIBRARY, SITE 2

REQUEST FOR QUALIFICATIONS

APPENDIX A: PACKET CHECKLIST

Please confirm that all of the following materials have been submitted by checking off each item below. This checklist shall be included **separately** at the time of submission for staff to verify its completion.

- ☐ Electronic Submittals – submit entire packet either by email attachment(s) or deliver on thumb drive or Compact Disc ("CD"). Packets must include all responses to the information requested on the selection criteria document as well as the Firm's Completed Experience Questionnaire.
- ☐ One (1) copy (PDF) of the audited financial statements as described in Section III, B – Ability and Financial Capability, and
- ☐ One (1) copy (PDF) of the required Unconditional Letter of Intent from your bonding company described in Section III, H, and
- ☐ One (1) copy (PDF) of a Public Entity Crime statement per Section 287.133(2)(a), Florida Statutes, as described in Section III, I.

The undersigned certifies that she/he is a principal or officer of the Firm, or their designee, authorized to sign on behalf of the firm and certifies that all of the aforementioned items have been included with the Firm's completed applicant package.

For and on behalf of the Firm:

(SIGNATURE)

(TYPED NAME)

(TITLE)

APPENDIX B: LETTER OF INTENT

This exact language must be submitted on surety (bonding company) letterhead. Failure to provide this unconditional Letter of Intent will result in denial of consideration of your Firm for this project. This Letter of Intent must be submitted under separate cover along with your Firm's complete audited financial statements with comments.

DATE: _____

The Board of Trustees
St. Petersburg College
13805 58th St. North
Clearwater, FL 33760

To Whom It May Concern:

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

SURETY: _____
NAME

BY: _____
SIGNATURE

NAME

TITLE

APPENDIX C: PUBLIC ENTITY CRIME STATEMENT

St. Petersburg College



SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to: _____
(Print name of public entity)

By: _____
(Print individual's name and title)

For: _____
(Print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
(1) A predecessor or successor of a person convicted of a public entity crime; or
(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which submits proposals or applies to submit a proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to September 1, 1990.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to September 1, 1990.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to September 1, 1990. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE BOARD OF TRUSTEES OF ST. PETERSBURG COLLEGE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____ 20_____.

Personally known _____

OR Produced identification _____
(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

APPENDIX D: ARTICLE 14: INSURANCE, INDEMNITY, AND WAIVER OF SUBROGATION

14.1 Indemnity

- (1) The Construction Manager agrees to indemnify and hold the Owner harmless from all claims for bodily injury and property damage (other than the Work itself and other property insured under Article 14.2(3)) that may arise from the Construction Manager's operations under this Agreement in accordance with this provision and that set forth in Article 14.2(5), Indemnification Rider.
- (2) Loss Deductible Clause - The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Construction Manager and/or subcontractor providing such insurance.
- (3) The foregoing indemnity shall survive the completion and/or termination of this Agreement.

14.2 Construction Manager's Insurance

- (1) The Construction Manager shall not commence any construction Work in connection with this Agreement until he has obtained all of the following types of insurance with coverage, limits, and terms delineated in Article 14.2 and such insurance has been approved by the Owner, nor shall the Construction Manager allow any subcontractor to commence Work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- (2) Workers' Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for all his employees connected with the Work, of this Project and, in case any Work is sublet, the Construction Manager shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous Work under this contract at the site of the Project is not protected under the Workers' Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.
- (3) Commercial General Liability Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive Commercial General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

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| (a) Construction Manager's Commercial General Liability Occurrence, | \$1,000,000 | Each |
| (b) Automobile Liability Coverage, Occurrence Bodily Injury & Property Damage | \$500,000 | Each |
| (c) Excess Liability, Umbrella Form above \$1,000,000 up to the completed value or GMP | For all amounts over and | |

All policies shall be written on an occurrence basis.

Liability coverage shall also include:

- (a) Pollution Liability;
- (b) Broad Form Property Damage Coverage to include XCU and demolition coverage if excluded;

The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement;

- (c) Boiler/Machinery Coverage -The Construction Manager will purchase and maintain coverage which shall specifically cover such objects during installation and until final acceptance by the owner; and
- (d) Builder's Risk Coverage - The Construction Manager shall take out and maintain during the life of this Agreement Builder's Risk Coverage for all facilities and property connected with the Work of this Project in the amount of the completed value or maximum price.

If any policies are written on a claims made basis, an extended reporting period (i.e., tail insurance) will be required for the duration of the contract.

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

(5) Indemnification Rider

- (a) To cover to the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- (b) The obligations of the Construction Manager under this Article 14.2 shall not extend to the liability of Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.
- (c) The Construction Manager hereby acknowledges receipt of ten dollars and other good and valuable consideration from the Owner in exchange for giving the Owner the indemnification provided in Article 14.

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

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

- (a) The name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (b) The Board of Trustees of St. Petersburg College shall be named as additional insured to the extent necessary to provide coverage under Construction Manager's insurance for the liabilities assumed by Construction Manager under the indemnity provisions of the Agreement.
- (c) Statement that the Insurer will mail notice to the Owner and a copy to the Architect at least 45 days prior to any material changes in provisions, non-renewal, cancellation or termination of the.
 - (1) When cancellation is for nonpayment of premium, at least ten (10) days written of cancellation accompanied by the reason therefore shall be given; and
 - (2) For other than motor vehicle insurance, when such cancellation or termination occurs during the first ninety (90) days during which the insurance is in force and the insurance is canceled or terminated for reasons other than nonpayment of premium, at least twenty (20) days written notice of cancellation or termination accompanied by the reason therefore shall be given except where there has been a material misstatement or misrepresentation or failure to comply with the underwriting requirements established by the insurer,
- (d) Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverage required in this Section.

14.3 **Waiver of Subrogation**

14.3.1 **Damages Caused by Perils Covered by Insurance** - The Owner and Construction Manager shall waive all rights against each other, for damages caused by perils covered by insurance provided under Article 14.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Construction Manager as trustees. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

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

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

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