

TASK ORDER: 20250306
CONTINUING CONTRACT: 20230086
PEACOCK BUILDING RENOVATION - CMAR

RECORDED
2025 OCT 27 10:52 AM
CLERK OF COURT

This TASK ORDER executed this 21st day of October, 2025, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and THE MORGANTI GROUP, INC., a Foreign Profit Corporation, 1662 North U.S Highway 1 Suite C, Jupiter, FL 33469, hereinafter called "CMAR." City and CMAR may be referred to herein individually as a "party" or collectively as the "parties."

RECITALS

WHEREAS, CMAR is licensed to do business in Florida; and

WHEREAS, the City wishes to contract with a consultant to perform the services described herein for the Renovation of the Peacock Building – CMAR ("Project"); and

WHEREAS, the parties entered into the Continuing Contract on August 27, 2024; and

WHEREAS, the Project falls within the scope of the Continuing Contract; and

WHEREAS, CMAR is qualified, willing, and able to perform the scope of services specified herein at the Compensation amount agreed upon below; and

WHEREAS, the City desires to contract with CMAR to perform the services herein for the Project under the Continuing Contract, as set forth in this Task Order.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Task Order and made a part hereof for reference.

SECTION I
INCORPORATION OF TERMS AND CONDITIONS

This Task Order stemming under the Continuing Contract hereby incorporates by this reference all the terms and conditions contained in the Continuing Contract, except as expressly amended in this Task Order, and only to the extent amended in this Task Order. Nothing in this Task Order shall amend the Continuing Contract.

SECTION II
NOTICES

The City's Contract Administrator and Project Manager for this Task Order are:

City Contract Administrator: Max Previlon
Procurement Contracting Officer III
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Phone: 772-871-5224
Email: Mprevilon@cityofpsl.com

City Project Manager: Michael H. Peter, Building Director / Building Official
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Phone: 772-871-5132
Email: MPeter@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED – PROJECT SPECIFIC

The specific scope of the Project supplements the scope listed in the Continuing Contract.

ARTICLE 1.
PROJECT GENERAL REQUIREMENTS

1.01 Project. This **PROJECT** is comprised of two distinct parts identified as follows: (1) Phase 1 - Preconstruction Services (Exhibit B); (2) Phase 2 – Construction Services (to be established in a separate amendment). The CMAR accepts the relationship of trust and confidence established between it and the Owner by this Task Order. The CMAR covenants with the Owner to furnish its skill and judgment as a Construction Manager and General Contractor with specific expertise in the planning and construction of the **PROJECT** and to cooperate with the Owner and the Owner's representatives in furthering the interests of the Owner. The CMAR agrees to furnish efficient business administration and superintendence and use its best efforts to complete the **PROJECT** in the best and most expeditious and economical manner, consistent with the interests of the Owner. The CMAR agrees to provide the services required by this Task Order to complete such services consistent with the Owner's direction, the approved program, and the terms of this Task Order, in accordance with a standard of care which is ordinarily exercised by other construction managers and general contractors in similar circumstances.

1.02 Purpose. The purpose of this Task Order is to provide for the provision of Construction Management Services for the **PROJECT** by the CMAR, and construction of the **PROJECT** by the CMAR in accordance with the Project Plans and Specifications. The further purpose of this Task Order is to define and delineate the responsibilities and obligations of the parties to this Task Order and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of this Task Order.

1.03 Project Schedule. The development and equipping of the **PROJECT** shall be undertaken and completed in accordance with the Project Schedule. The construction services portion of the

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Project Schedule may be amended, revised and supplemented, and may thereafter be revised from time to time by and in the reasonable good faith discretion of the CMAR, which revision shall be effective upon receipt by the Owner of a written notice of revision, provided, however, that absent an event of Force Majeure or a revision to the Project Schedule authorized by the execution of a Change Order, no revision to the Project Schedule which extends the preconstruction phase or the Project Substantial Completion Date shall be effective without the prior written approval of the Owner.

ARTICLE 2. COMPENSATION

2.01 CMAR'S Compensation. The Owner agrees to pay to the CMAR as compensation for all its services and work provided for hereunder, including preconstruction and construction services. The fee for preconstruction services, as provided in Exhibit B, is **\$59,289** and the sum of a CMAR fee to be negotiated at the time GMP* is established for Construction Services.

*The GMP will be established in a separate Amendment to this Task Order.

(2) CMAR fee. Not more often than once per month, and on a date established at the Project Pre-Construction Conference, the CMAR will submit to the Project Manager for review the invoice for payment in a form agreed upon by the CMAR and Owner. This form shall be filled out and signed by the CMAR covering the Work-In-Place as of the date of the Application and supported by such data as the Project Manager may reasonably require. In the event that the Project Substantial Completion Date occurs prior to expiration of the construction phase period as set forth in the Project Schedule, the entire remaining balance due under the terms of this Subparagraph (2) shall be due and payable on the Punch List Completion Date.

(3) Reimbursable Project Costs. Based on application for payment for the actual cost of work completed, submitted monthly, itemized to correspond to the basis of compensation as set forth in the Task Order, including any Amendments, including supportive documentation.

2.02 The Project; Changes in the Project; Additional Fee. The Project is as established by the Owner and in certain construction documents to be created. If the Project GMP is increased by Owner, the CMAR shall be entitled to receive an additional fee to be negotiated and established by the Parties, in writing, at the time of such increase to the GMP. Payment of CMAR's additional fee shall be made in equal monthly installments calculated by dividing the additional fee by the months remaining in the construction phase of the Project schedule. Upon completion of the additional work and final payment to the subcontractors, the actual cost of such additional work shall be established and any adjustment in the fees paid to CMAR shall be made between Owner and CMAR. There will be no reduction in CMAR fee below the amount set in Article 2.01 as a result of project cost savings including those resulting from recommendations of the CMAR.

2.03 Period of Construction; Additional Fee. Owner, AE and CMAR expect and believe that the period of construction or construction phase for the **PROJECT** shall be *(to be established with Phase 2 amendment)* calendar days to substantial completion and *(to be established with Phase 2 amendment)*, calendar days to Final Completion.

Preconstruction phase services shall be completed within fifteen (15) calendar days of the date specified in the preconstruction Notice to Proceed.

***First Construction GMP payment and the subsequent monthly installments to be determined after the GMP has been established with Phase 2 Amendment.**

In the event that the construction schedule is extended by agreement of Owner and CMAR due to changes in the **PROJECT** requested by Owner, CMAR shall be entitled to additional CMAR fee as negotiated in the GMP Amendment less any fee increase as calculated in Section 3.02 for work resulting in the subject increase in construction period. Provided, however, CMAR shall not be entitled to receive any portion of such additional compensation to the extent that the delay in performance results from acts of commission, omission, negligence, or fault of the CMAR, its agents or employees.

2.04 Project Costs. Project Costs shall mean all costs incurred by the Owner and CMAR in planning, constructing, and equipping the **PROJECT**, in accordance with the Project Plans and Specifications all of which Project Costs shall be paid by the Owner, all of which Project Costs shall be included within the GMP.

- (a) The Owner reserves the right to execute Direct Material Purchase(s) for any and all materials provided to the **PROJECT**.

2.04.1 Direct Material Purchases. The CMAR shall review the design for the purpose of identifying major equipment and/or material purchases that may be advantageous for the Owner to purchase directly from suppliers as a cost saving measure. Once items have been identified and quantified by the CMAR, and approved by the Owner for direct purchase, the Owner will issue purchase orders and process payment for invoices approved by the CMAR.

The CMAR shall prepare and be responsible for all quantities, descriptions, specifications, guarantees, payment schedules, etc., and all other required information to be included in the Owner issued purchase order.

ARTICLE 3.

CONSTRUCTION MANAGER'S RESPONSIBILITIES AND SERVICES

3.01 Project Management Information System. Commencing immediately following the date established by the Notice to Proceed, the CMAR shall implement and shall utilize throughout the life of this Task Order an information system agreed upon by the City and CMAR. The reports, documents and data to be provided through the information system shall represent an accurate assessment of the current status of the **PROJECT** and of the work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner bi-weekly and shall accompany each pay request. If requested by the Owner, the CMAR shall conduct a comprehensive workshop in Port St. Lucie, Florida, for participants designated by the Owner and such additional seminars as are required to provide instruction. The workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of the information system. The information system shall be described in terms of the following major subsystems:

(1) Narrative Reporting. The CMAR shall prepare written reports as described hereunder. All such reports shall be in 8-2" x 11" or other convenient format. Copies shall be maintained at the Project Site and transmitted to the Owner. A bound copy of the complete narrative report shall be submitted to the Owner at the conclusion of the **PROJECT**. The narrative reporting subsystem shall include the following reports:

(a) A monthly executive summary which provides an overview of current and outstanding issues and pending decisions, primary party responsible for the decision, future developments and expected achievements, and any problems or delays, including code violations found by the Permitting Authority.

(b) A monthly cost narrative describing the current construction cost estimate and status of the **PROJECT**.

(c) A monthly scheduling narrative summarizing the current status of the overall Project Schedule. This report shall include an analysis of the various Project Schedules, a description of the critical path, and the analysis as necessary to compare planned performance with actual performance.

(d) A monthly accounting narrative describing the current actual cost and payment status of the **PROJECT** with supporting document. This report shall relate current encumbrances and expenditures to the budget allocations.

(e) A monthly construction progress report during the construction phase summarizing the work of the various subcontractors. This report shall include information from

the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs, permits, construction problems and recommendations and plans for the succeeding month.

(f) A daily construction diary during the construction phase describing events and conditions on the project site.

(2) Schedule Control. As soon as reasonably possible following execution of this Task Order, but not later than thirty (30) calendar days following full execution hereof, the CMAR shall prepare a Project Schedule using the critical path method, establishing a detailed schedule for preconstruction services, construction and Owner occupancy of the **PROJECT**, subject to review of Owner and approval or rejection by Owner within thirty (30) calendar days of delivery to Owner. The Project Schedule shall include a scheduled Construction Commencement Date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions. The Project Schedule will serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be produced and updated monthly throughout the **PROJECT**. In a manner consistent with the Project Schedule the CMAR shall prepare and submit a construction schedule in quadruplicate graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the **PROJECT**, showing the sequence in which the CMAR proposes for each such activity to occur as a necessary incident to performance of the work required to complete such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Owner shall determine whether the construction schedule delivered and submitted by the CMAR meets the requirements stated above and whether the construction schedule is consistent with the Project Schedule. Following development and submittal of the construction schedule, the CMAR shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the **PROJECT**, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision. Each such update and/or revision to the construction schedule shall be submitted to the Owner in duplicate. The CMAR shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules.

(a) The CMAR shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the

interrelationships between the work of the successful bidder and that of other subcontractors, and shall establish initial completion objectives keyed to the Project Schedule.

(b) Upon the award of each subcontract, the CMAR shall jointly with the subcontractor, develop a schedule which is more detailed than the original construction schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

(c) The CMAR shall jointly develop with the Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The occupancy schedule shall be produced and updated monthly from its inception through final Owner occupancy.

(3) Work by Others. The Owner may perform additional Work related to the **PROJECT** by itself, or it may let other direct contracts which shall contain General Conditions similar to these.

The CMAR will afford the other Contractors who are parties to such direct contracts (or the Owner, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract require relocation of facilities not a part of this Contract, the CMAR will coordinate and cooperate with the applicable entity responsible for this portion of the work.

(4) Cost Control. The operation of this subsystem shall provide sufficient timely data and detail to permit the CMAR and Owner to control and adjust the **PROJECT** requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which, together with all Project Costs, will not exceed the **PROJECT** budget. Based upon a quantitative material take off with current local costs for each bid group by subcontract package, within a reasonable time period as determined by the Owner in the Owner's sole discretion, the CMAR shall provide its estimate of the total Project Costs for the **PROJECT**. These costs will be detailed by line item budget with a cost corresponding to each of the following stages or phases:

(a) At completion of the Design Development Phase.

(b) At establishment of the Guaranteed Maximum Price (GMP).

(5) Project Accounting. The operation of this subsystem shall enable the CMAR and Owner to plan effectively and to monitor and control the funds available for the **PROJECT**, including information relating to cash flow, costs, change orders, payments and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced and amounts payable. A schedule of values for each line item in the **PROJECT** budget shall be integrated into the Project Accounting contemplated by this paragraph. This subsystem will be produced and updated monthly and accompany each pay request. Project Accounting includes the following reports which together will serve as a basic accounting tool and an audit trail:

(a) The budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.

(b) The value in place (both current and cumulative), the amount invoiced (both current and cumulative) and the balance remaining.

(c) The complete activity history of each item in the Project accounting structure. It shall include the budget, estimate, and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed, and approved dates and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.

(d) A cash flow diagram showing the projected accumulation of cash payments against the **PROJECT**. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

3.02 Design Review and Recommendations and Warranty

(1) Review and Recommendations. Immediately upon the start date established by the Notice to Proceed, CMAR shall familiarize itself thoroughly with the schematic design

construction documents, and with any architectural, civil, mechanical, plumbing, electrical, and structural plans and specifications being developed for the **PROJECT**. CMAR shall follow and/or otherwise review, as appropriate, the development of the design for the **PROJECT** from the schematic design presently available up through and including the Construction Document Phase. The CMAR shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives (i.e., value engineering and life cycle cost analysis) including assistance to the Owner in evaluating alternative comparisons versus long-term cost effects. The evaluation shall speak to the benefits of the speed of erection and early completion of the **PROJECT**. The CMAR shall furnish pertinent information as to the availability of materials and labor that will be required. The CMAR shall submit to the Owner and Permitting Authority such comments as may be appropriate concerning construction feasibility and practicality (i.e., constructability analysis). The CMAR shall call to the Owner's attention any apparent defects in the design, drawings, and specifications or other documents.

(2) Review Reports. Within thirty (30) calendar days after receiving the construction documents for each phase of the **PROJECT**, the CMAR shall perform a specific review thereof, focused upon factors of a nature encompassed in paragraph (1) above. Within the same 30-day period, the CMAR shall submit to the Owner a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as the CMAR may deem appropriate, any comments the CMAR may deem to be appropriate with respect to separating the work into separate contracts, and alternative materials. Prior to establishment of the GMP, CMAR shall warrant to Owner (without assuming any architectural or engineering responsibility) that the Project Plans and Specifications are practical, feasible, and constructible and that the construction of the improvements identified and described in the Project Plans and Specifications may be accomplished within the time frame identified and described in the Project Schedule.

(3) Long Lead Procurement. The CMAR shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials, and supplies). When each item is identified, the CMAR shall notify the subcontractors and Owner of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. As soon as the CMAR has obtained permitting approval, the CMAR shall prepare invitations for bids. Copies shall be supplied to Owner in advance of the invitation to bid for Owner's information and comment. The CMAR shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner of any problems or prospective delay in delivery.

(4) Separate Contracts Planning. The CMAR shall review the design and shall determine how it desires to divide the sequence of construction activities and will determine the breakdown and composition of bid packages for award, based on the current schedule while the design is being

completed and shall supply a copy for Owner for its review and approval. The CMAR shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, accesses and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner. The CMAR will supply the Owner a copy of the schedule for the Owner's information and comment.

(5) Interfacing.

(a) The CMAR shall take such measures as are necessary to ensure proper construction and delivery of the **PROJECT**, including, but not limited to, providing that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontracts and the general conditions items performed without duplication or overlap to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its scheduling for start and completion and its relationship to other separate contractors.

(b) Without assuming any design responsibilities by other consultants, the CMAR shall include in the reports comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Designer may arrange for necessary corrections.

(6) Job Site Facilities. The CMAR shall arrange for all job site facilities required and necessary to enable the CMAR to perform its duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job, the description of which shall be finalized prior to the establishment of the GMP.

(7) Weather Protection. The CMAR shall ascertain what temporary enclosures of building areas, if any, should be provided for and may be provided in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The CMAR shall also be responsible for providing weather protection for work in progress and for materials stored on site.

(8) Market Analysis and Stimulation of Subcontractor Interest.

(a) The purpose of this subsection is to insure that the CMAR makes a genuine effort to stimulate interest in the **PROJECT** and maximize participation of potential qualified subcontractors in the selection process with emphasis placed on recruiting and using local, small and/or minority businesses. The CMAR shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the **PROJECT**; and make

analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential subcontractors and possible impact of any shortages or surpluses of labor or material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into subcontractor packages, sequencing of work, use of alternative materials, equipment or methods, other economies in design or construction and other matters that will promote cost savings and completion within the schedule time.

3.03 Establishment of Guaranteed Maximum Price for Construction. Prior to entering into any subcontracts, the CMAR will establish and submit in writing to the Owner for its approval a Guaranteed Maximum Price, guaranteeing the maximum price to the Owner, for the Project Cost. Such Guaranteed Maximum Price shall only be subject to modification for changes in the **PROJECT** or as otherwise specifically provided for in this Task Order. However, the actual price paid for the work by the Owner shall either be: (1) the actual Project Cost, or (2) the GMP, whichever is the lesser when the work is finally complete. Owner may request and will be provided by CMAR copies of documents relating to the development of Project cost and GMP.

(1) The GMP will include only those applicable taxes in the Project Cost which are legally enacted at the time the GMP is established. Should any applicable taxes be enacted after the GMP then the GMP shall be increased by the same amount.

(2) At the time of submission of a Guaranteed Maximum Price, the CMAR will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the CMAR's GMP. The GMP will include an agreed-upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The CMAR will be required to furnish documentation evidencing proposed expenditures to this contingency prior to written authorization for the release of funds by the Owner. Actual and contemplated expenditures from the contingency shall be displayed monthly in the information system. If bids are received below the applicable line items in the GMP, the surplus will be added to the contingency.

(3) If requested by the Owner, when 100% of the subcontracts have been executed, the contingency within the GMP shall be decreased in proportion to the percent of the work as it is completed. In other words, if 10% of the work has been completed and paid and all subcontracts have been executed, and the Owner requests that the contingency within the GMP be adjusted, then 10% of the contingency within the GMP will be removed from the GMP by Change Order.

(4) If any bid package consistent with the Project Plans and Specifications for which the lowest price submitted by a subcontractor is in excess of the amount allocated by the CMAR

for such bid package (unless Owner through change order changes the Scope of Work and the Guaranteed Maximum Price (GMP)), one of the following may occur: (1) the price of the bid package may be negotiated with the lowest responsible bidder; or (2) at the CMAR's request and expense, and at the Owner's sole option, Owner may require the Designer to make certain changes in the Project Plans and Specifications as are necessary to bring that particular package into line, consistent with Owner's program and the Project's financial feasibility; or (3) with the approval of the Owner, funds may be reallocated from the construction contingency within the GMP to pay the difference between the low bid price and the amount allocated for the bid package, but in no case shall such approval serve to increase the GMP of the **PROJECT**.

3.04 Performance Bond and Labor and Material Payment Bond. Prior to the Construction Commencement Date, the CMAR shall obtain for the benefit of and directed to the Owner, a labor and material payment and performance bond, satisfying the requirements of section 255.05, Florida Statutes, covering the faithful performance by the CMAR of its obligations under this Task Order, including but not limited to, the construction of the **PROJECT** on the Project Site, and the payment of all obligations arising thereunder, including all payments to subcontractors, laborers and materialmen (the "Payment and Performance Bond"). The surety selected by the CMAR to provide the Payment and Performance Bond shall be rated as "A or better" as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. and/or shall be approved by the Owner prior the issuance of such Bond, which approval shall not be unreasonably withheld. If there is any increase to the price for construction, then CMAR shall obtain a bond rider covering the added amount, so that the total amount of the bond shall never drop below 100% under section 255.05.

Attorneys-in-fact who sign Bonds for Owner projects must file with such Bond a certified copy of their Power of Attorney to sign such Bond. All agents of Surety companies must list their name, address, and telephone number on all Bonds. The life of all Bonds provided to the Owner shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Task Order, extensions of time and/or forbearance on the part of the Owner. The Owner shall not return or release the Bonds for a period of twelve (12) months after the date of final payment to allow time for claims against the Bonds during this period.

3.05 Construction Phase; Building Permit; Code Inspection.

(1) Permits. The Owner shall pay for all permits. The CMAR will be responsible for submitting all compliance and permitting documentation for review and approval with the appropriate City departments, as required by applicable City standards and procedures. The CMAR should anticipate any compliance or permitting related fees as part of the proposed GMP.

(2) Code Inspections. All projects require detailed code compliance inspection during construction in disciplines determined by the Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, and general building. The CMAR shall notify the appropriate inspector(s) no less than twenty-four (24) hours in advance that the work is ready for inspection and before the work is covered up. All inspection shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of work found defective and subsequently repaired shall not be included as Project costs and shall be borne by the CMAR or as provided in the contract between CMAR and subcontractor.

(3) CMAR's Staff. The CMAR shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the CMAR to coordinate, inspect, and provide general direction of the work and progress of the subcontractors and the CMAR shall provide no less than those personnel during the respective phases of construction. The CMAR shall not change any of those persons unless mutually agreed to by the Owner and CMAR. In such case, the Owner shall have the right to approval of the qualifications of the replacement personnel. The Owner shall have the right to request to replace the staff at the Project site at any time during the construction.

(4) Lines of Authority. The CMAR shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of the Permitting Authority, the subcontractors, and the Designer to provide general direction of the work and progress of the various phases and subcontractors. The Owner and/or Designer may, but are not obligated to, attend meetings between the CMAR and his subcontractors.

(5) Schedule Provision - Construction Phase. The CMAR shall continue to provide current scheduling information and provide direction and coordination regarding beginning and finishing dates, responsibilities for performance and the relationships of the CMAR's work to the work of its subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule. The Project Schedule shall include all phases of procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The CMAR shall advise the Owner, its representatives, and the Designer of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond its control. The CMAR shall hold job-site meetings at least biweekly with the Owner and at least once each week with the subcontractors, or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors. The CMAR shall prepare and maintain a record of such meetings and distribute copies as necessary.

(6) Solicitation of Subcontracts.

(a) The CMAR shall prepare all documents for bidding procurement of long lead items, materials and services, and for subcontractor contracts. The solicitation and award process shall be consistent with the requirements of Article 5 hereof.

(b) As part of such bid preparation, the CMAR shall review the specifications and drawings prepared by the Designer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the CMAR shall be brought to the attention of the Owner and Designer in written form.

(c) The CMAR shall, unless waived by Owner, conduct conferences with all prospective subcontractors, for the purpose of reviewing and approving awards. Owner and Owner's representatives shall be invited. In the event questions are raised which require an interpretation of the documents or otherwise indicate a need for clarification or correction, the CMAR shall transmit these to the Designer and upon receiving clarification or correction in writing shall prepare an amendment to the document and issue same to all the prospective subcontractors.

(d) Selection and award of subcontracts shall be consistent with Article 5 hereof.

(e) Advertisement Timeframe

The CMAR shall publicly advertise the bidding for a period of time not less than the days provided in the schedule below. Such timeframes may only be waived or modified to a lesser time with approval of the City's Director of Procurement Management.

ESTIMATED CONSTRUCTION COSTS	CALENDAR DAYS FOR ADVERTISEMENT
\$200,000.00 +	20 DAYS

(f) Advertisement Location/Media

The CMAR shall publicly advertise for the period listed above in a regionally circulated newspaper and on their company website or through a third-party eProcurement system where available. The advertisement must run at least once 10-20 calendar days prior to the opening date following the above thresholds. The CMAR's advertisement must include the date and time of the submission deadline. The CMAR shall make every effort to receive maximum exposure and therefore receive adequate competition for their advertisement.

(g) Documentation Responsibility

The CMAR shall maintain files that adequately support the competitive solicitation process chosen and followed by the CMAR. At minimum, the CMAR shall provide to the City-assigned Project Manager a summary bid tabulation depicting all bids received broken down by discipline and clear indication of the selected sub-contractor(s). Should the CMAR not select the lowest bidder in any instance, a written description as to why the lowest bidder was not selected must be provided within the bid tabulation summary.

The bid tabulation summary and the guaranteed maximum price documentation shall be provided to the City Project Manager for review. The GMP documentation shall also provide a breakdown of pricing by discipline.

(7) Quality Control. The CMAR shall develop and maintain a program acceptable to the Owner to assure quality control of the construction. The CMAR shall be responsible for and supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the Project Plans and Specifications and the CMAR shall continue to coordinate the work of each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. The Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine acceptability.

(8) Subcontractor. The CMAR shall solely supervise the subcontractors. The CMAR shall negotiate all change orders and field orders with all affected subcontractors and shall review the costs and advise the Owner and AE of their validity and reasonableness, acting in the Owner's best interest. Before any work is begun on any change order which is to be funded through contingency, approval for use of contingency funds must be secured from Owner and a written authorization from the Owner must be issued. However, when there is an imminent threat to health and safety, and Owner's concurrence is impractical, the CMAR shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The CMAR shall also carefully review all shop drawings and then forward the same to the Owner for review and actions. The Owner will transmit them back to the CMAR who will then issue the shop drawings to the affected subcontractor for fabrication or revision. The CMAR shall maintain a suspense control system to promote expeditious handling. The CMAR shall request the Owner or Designer to make interpretations of the drawings or specifications requested of him by the subcontractors and shall maintain a business system to promote timely response. The CMAR shall inform the Owner and Designer which shop drawings or requests for clarification have the greatest urgency and need to be responded to first. The purpose shall be to enable the Owner and Designer to prioritize requests coming from the CMAR. The Owner and/or Designer shall timely respond.

The CMAR shall advise the Owner and Designer when timely response is not occurring on any of the above.

(9) Job Site Requirements.

(a) The CMAR shall provide each of the following activities as a part of its services hereunder:

(i) Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

(ii) Maintain a roster of companies on the **PROJECT** with names and telephone numbers of key personnel.

(iii) Establish and enforce job rules governing parking, clean-up, use of facilities and work discipline.

(iv) Provide labor relationships management and equal opportunity employment for a harmonious productive **PROJECT**.

(v) Provide and administer a safety program for the **PROJECT** to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with best acceptable practice.

(vi) Provide quality control program.

(vii) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces.

(viii) Provide for travel to and from its home office to the Project Site and to those other places within Lee County as required by the **PROJECT**.

(b) The CMAR shall provide personnel and equipment or shall arrange for separate subcontractors to provide each of the following as a Project Cost:

(i) Distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

(10) Job Site Administration. The CMAR shall provide as part of its services, job site administrative functions during construction to assure proper documentation, including but not limited to the following:

(a) Job Meetings. Hold progress and coordination meetings to provide for a timely completed **PROJECT**. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing(s), labor allocation, etc. Review and implement revisions to the Project Schedule. Monitor and promote safety requirements. The CMAR shall use the job site meetings as a tool for (i) preplanning of work and enforcing schedules and for establishing procedures, responsibilities and identification of authority for all to clearly understand; (ii) identify party or parties responsible for follow up on any problems, delay items or questions, and (iii) record course for solution. The CMAR shall visit each pending item at each subsequent meeting until resolution is achieved and shall require all present to make known any problems or delaying event known to those present for appropriate attention and resolution.

(b) Material and Equipment Expediting. Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors and maintain a material and equipment expediting log.

(c) Payments to Subcontractors. Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

(d) Document Interpretation. Refer all questions for interpretation of the documents prepared by the Designer to the Designer and the Owner.

(e) Reports and Project Site Documents. Record the progress of the **PROJECT**. Submit written progress reports to the Owner and the Designer, including information on subcontractors' work, and the percentage of completion. Keep a daily log available to the Owner, the Designer, and the Permitting Authority inspectors.

(f) Subcontractors Progress. Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

(g) Substantial Completion. The CMAR and Owner will conduct a pre-substantial completion inspection. The CMAR will prepare the pre-substantial completion punch list from which the CMAR will develop a completion schedule. The CMAR shall ascertain when the work or designated portions thereof are ready for Owner substantial completion inspection. The CMAR shall provide a complete list of incomplete or unsatisfactory items (preliminary punch

list) to the Owner prior to this inspection. The Owner shall add to this list additional incomplete or unsatisfactory item(s). The CMAR shall prepare a punch list of items to be completed and a schedule for their completion including completion dates for review and approval by the Owner ("Punch List Completion Date").

(h) Final Completion. Monitor the subcontractors' performance on the completion of the **PROJECT** and provide notice to the Owner that the work is completed and ready for final inspection. Secure and transmit three (3) copies to the Owner, of: all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings and maintenance books including a final completion form.

(i) Startup. With the Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start up and testing by the subcontractors.

(j) Record Drawings. The CMAR shall monitor the progress of its own forces or its subcontractors on marked up field prints so as to provide completed record drawings to be turned over to the Owner for preparation of As-builts as required herein.

(k) Administrative Records. The CMAR will maintain at the job site and his principal office, originals or copies of, on a current basis, files and records, such as, but not limited to the following:

- Contracts or Purchase Orders
- Shop Drawings submittal/Approval Logs
- Equipment Purchase/Delivery Logs
- Contract Drawings and Specifications with Amendment
- Warranties and Guarantees
- Cost Accounting Records
- Labor Costs
- Material Costs
- Equipment Costs
- Cost Proposal Request
- Payment Request Records
- Meeting Minutes
- Cost Estimates
- Bulletin Quotations
- Lab Test Reports
- Insurance Certificates and Bonds
- Contract Changes

Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
Record Drawing Marked Print
Operating and Maintenance Instruction
Daily Progress Reports
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and updates
Suspense (Tickler) Files of Outstanding Requirements
Documentation of Good Faith Effort
Correspondence Files

The **PROJECT** records shall be available at all reasonable times to the Owner or Owner's Representatives for reference, review, or reproduction.

(11) Shop Drawings and Samples. After checking and verifying all field measurements, the CMAR will submit to the Owner for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies of all Shop Drawings, which shall have been checked by and stamped with the approval of the CMAR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Owner to review the information as required.

The CMAR will also submit to the Owner for approval with such promptness as to cause no delay in the Work, all samples required by the Task Order. All samples will have been checked by and stamped with the approval of the CMAR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

(a) At the time of each submission, the CMAR will in writing call the Owner's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Task Order and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.

The Owner will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the **PROJECT** and for compliance with the information given in the Task Order. The approval of a

separate item as such will not indicate approval of the assembly in which the item functions. The CMAR will make any corrections required by the Owner and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. All cost incurred for the resubmitted shop drawing shall be the CMAR responsibility. The CMAR's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Owner that the CMAR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.

No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the Owner. Any related work performed prior to review and approval by the Owner of the pertinent submission will be sole expense and responsibility of the CMAR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CMAR at the site and shall be available to the Owner.

The Owner's approval of Shop Drawings or samples shall not relieve the CMAR from his responsibility for any deviations from the requirements of the Task Order, unless the CMAR has in writing called the Owner's attention to such deviation at the time of submission and the Owner has given written approval to the specific deviation; or shall any approval by the Owner relieve the CMAR from responsibility for errors or omissions in the Shop Drawings.

3.06 Project Schedule; Substantial Completion; Occupancy.

(1) Establishment of Project Substantial Completion Date. At the time a Guaranteed Maximum Price (GMP) is established, the Project Substantial Completion Date for completion of the construction may be amended by Owner, if reasonably necessary, which Project Substantial Completion Date shall be subject to Force Majeure. An amendment to Substantial Completion Date under this section will not necessarily involve additional CMAR compensation. The CMAR agrees to complete the construction prior to the Project Substantial Completion Date. The CMAR acknowledges that failure to complete the **PROJECT** prior to the Project Substantial Completion Date will result in substantial damages to the Owner. The CMAR shall be assessed liquidated damages in the amount, (*****Liquidated Damages will be established with Phase 2 amendment***), per calendar day for each day completion is extended beyond the Project Substantial Completion Date, plus any fines and penalties directly imposed against Owner by any regulatory and/or governmental authority against Owner. Provided, however, CMAR and Owner shall cooperate with each other, and shall use best efforts and due diligence to avoid the imposition of any such fines and/or penalties.

(2) Completion of Construction. The date of Substantial Completion of the **PROJECT** or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Project Plans and Specifications so the Owner can lawfully occupy or utilize the **PROJECT** for the use for which it is intended. The CMAR warranty shall commence on the Project Final Completion Date.

(3) Owner Occupancy. The CMAR shall provide services during the preconstruction and construction phases which will provide a successful and timely Owner occupancy of the **PROJECT**. The CMAR shall provide consultation and Project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the subcontractors, "on line" in such conditions as will satisfy Owner operations requirements. The CMAR shall catalog operational and maintenance requirements of the equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The CMAR shall provide operations training, in equipment use, for building operators.

(4) Record Drawings. The CMAR shall continuously review Record Drawings and mark up progress prints. Upon receipt by CMAR of its final payment due hereunder, the CMAR shall provide to the Owner an original of marked-up, Record Project Plans and Specifications showing the location and dimensions of the **PROJECT** as constructed, which documents shall be certified as being correct by the CMAR.

3.07 CMAR's Warranty. The CMAR warrants that all labor and materials will conform to the Project Plans and Specifications. The CMAR further warrants that all materials and equipment will be new, of good quality, and free from any defects. With respect to the same work, the CMAR further agrees to correct or replace as necessary all work found by the Owner to be defective in material and workmanship or not in conformance with the Project Plans and Specifications for a period of one year from the Project Final Completion Date. CMAR shall use its best efforts and due diligence to ensure that, during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Task Order perform all required warranty work in a timely manner and at the sole cost and expense of such warranty providers. The cost of any warranty work shall be paid by CMAR. The CMAR shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by the Task Order. Also, the CMAR shall conduct, jointly with the Owner and any Owner's Representative, a warranty inspection eleven (11) months after the Project Final Completion Date.

3.08 Lien Free Construction. All construction services provided by CMAR or any of the subcontractors in construction of the **PROJECT** on the Project Site shall be accomplished in a manner that will result in no liens, claims, or encumbrances being imposed against the **PROJECT** and/or Owner. Subject to the laws of the State of Florida and of the United States, neither CMAR nor any subcontractor, supplier of materials, laborer, or other person shall file or maintain any lien

for labor or materials delivered in the performance of this Task Order against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

ARTICLE 4. OWNER'S RESPONSIBILITY

4.01 Project Site; Title. The Owner hereby represents to the CMAR that it currently has, and will maintain up through and including the Project Substantial Completion Date, good title to all the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

4.02 Project Plans and Specifications; Architect. The parties hereto acknowledge and agree that Owner will engage a Designer to perform certain design functions for the Project. Pursuant to that engagement, Designer shall be responsible for the preparation of Project Plans and Specifications and CMAR shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Designer, and all preliminary drawings prepared in connection therewith.

4.03 Surveys; Soil Tests and Other Project Site Information. To the extent deemed necessary by Owner and AE, and solely at Owner's expense, Owner may engage the services of a Geotechnical Consultant to perform test borings and other underground soils testing as may be deemed necessary by the Designer or the CMAR. CMAR shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided to CMAR. Owner shall provide CMAR as soon as reasonably possible following the execution of this Task Order all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements and legal descriptions then in its possession or control.

4.04 Information; Communication; Coordination. The Owner hereby designates the City Manager or the City Manager's designee as Project Manager, to act in the Owner's behalf with respect to the **PROJECT**. The Project Manager shall examine all documents or requests for information submitted by the CMAR and shall advise CMAR of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the CMAR's services. CMAR shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project cost, CMAR's compensation, documentation relating to use of contingency, approving or changing the GMP shall only be effective when approved in writing by the Owner. Owner reserves the right to designate a different Project Manager provided CMAR is notified in writing of any such change. Owner and Designer may communicate with

subcontractors, materialmen, laborers or suppliers engaged to perform services on the **PROJECT**. The Owner shall not attempt to direct the work of or otherwise interfere with any subcontractor, materialmen, laborer or supplier or otherwise interfere with the work of the CMAR.

4.05 Construction Inspections and Coordination. Owner and CMAR agree to cooperate and coordinate with each other and all Permitting Authorities, including specifically the **City of Port St. Lucie Building Department**.

4.06 Acknowledgment. The CMAR recognizes and acknowledges that Owner is a governmental body with certain procedural requirements to be satisfied. CMAR has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency. Specific directions and approval made by the Owner shall be in writing authorized at its regular or special City Council meetings, or as otherwise consistent with authorities granted to the Project Manager.

ARTICLE 5. SUBCONTRACTOR SELECTION AND PAYMENT PROCESS

5.01 Definition. A subcontractor is a person or organization who has a direct contract with the CMAR to perform any work at the Project Site. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in this Task Order or in any contract document does or shall create any contractual relation between the Owner and any subcontractor. Specifically, the CMAR is not acting as an agent of the Owner with respect to any subcontractor.

5.02 Subcontracts. The CMAR shall provide a copy of all proposed subcontracts, including general supplementary conditions to the Owner. Prior to establishment of the GMP and CMAR's solicitation from subcontractors and/or suppliers, Owner and CMAR shall agree upon a procurement methodology and process which shall comply with the legal requirements and expectations of Owner. CMAR agrees to cooperate with Owner in any procurement methodology and process which is required by law, and also cooperate with Owner in any such methodology or process desired by Owner (and not otherwise legally required) provided that such cooperation does not result in any extension of the Project Substantial Completion Date established by the Project Schedule.

5.03 Application for Progress Payments.

(1) Not more often than once per month, by the tenth (10th) day of each month, the CMAR will submit to the Owner for review an invoice filled out and signed by the CMAR covering the actual Work completed as of the date of the Application and supported by such data. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work

but delivered and suitably stored at the site or at another location agreed to and authorized in writing, the application for Payment shall also be accompanied by such supporting data, satisfactory to the Owner, as well as establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to the retainage percentage of five percent (5%). Such retainage shall be paid and will be issued in the final payment after final acceptance by the Owner of the Work.

The Estimate and Requisition for Payment form shall list individually, each instrument of change to the Guaranteed Maximum Price or Construction Contingency, its approved value, the amount previously requisitioned, the amount sought in the current requisition, the total value of completed work and, if requested by the Owner, the Estimate and Requisition for Payment form shall, for each instrument of change to the Guaranteed Maximum Price or Construction Contingency, be further detailed to provide a breakdown, by trade, of the values and requisition amounts for each trade, for each change instrument.

(2) Approval of Payments. The Owner will, within the time proscribed pursuant to Florida's Prompt Payment Act, pay the CMAR ninety five percent (95%) of the portion of the GMP properly allocated to labor, materials and equipment incorporated in the Work and fifty percent (50%) of the portion of the GMP properly allocated to materials and equipment suitably stored at the site or at some other location or return the application to the CMAR indicating in writing the reason for refusing to approve payment. In the latter case, the CMAR may make the necessary corrections and resubmit the application.

The Owner may reject payment for any legal reason, including, but not limited to:

- 1) The Work is defective;
- 2) A portion of such payment is the subject of a dispute or claim that has been filed.
- 3) The amount has been reduced because of Modifications;
- 4) The Owner has been required to correct defective Work or complete the Work in accordance with the guarantee and warranty; and/or
- 5) Of unsatisfactory prosecution of the Work, including failure to clean up.

(3) The CMAR shall pay each subcontractor pursuant to its contracts with said subcontractors.

Commencing with second application of the Estimate and Requisition for Payment form, the Owner may require, as a condition of payment, the submission of releases of lien from any or all subcontractors. Where the Owner so requires, the releases furnished shall be original copies, properly executed and notarized, in a form acceptable to the Owner.

(4) The CMAR warrants that upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the CMAR, whichever occurs first; (a) work, materials, and equipment covered by previous partial payment requests are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (b) no work, materials or equipment covered by a partial payment request will have been acquired by the CMAR, or any other person performing work at the site or furnishing materials or equipment for the **PROJECT** is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CMAR or other such person.

5.04 Application for Final Payment.

(1) Final Inspection. Upon written notice from the CMAR that the **PROJECT** is complete, the Owner will make a final inspection with the CMAR and will notify the CMAR in writing of any particulars which this inspection reveals that the Work is defective. The CMAR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

(2) Final Inspection for Payment. After the CMAR has completed any such corrections to the satisfaction of the Owner and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents as required by the Task Order, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CMAR and all subcontractor(s) which performed services for the CMAR pursuant to the Task Order and the consent of surety, if applicable to final payment.

(3) Approval of Final Payment. If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Task Order, the Owner is satisfied that the Work has been completed and the CMAR has fulfilled all of his obligations under the Task Order, it will, within the time provided in Florida's Prompt Payment Act, pay the CMAR the amount approved by the Owner and issue a Certificate of Final Completion or return the application indicating in writing the reason for refusing to approve payment. In the latter case, the CMAR may make the necessary corrections and resubmit the Application.

If, after substantial Completion of the Work, Final Completion is materially delayed through no fault of the CMAR, the Owner shall and without terminating the Task Order, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Task Order, and if bonds have been furnished, the written consent of the Surety to the payment of the balance

due for that portion of the Work fully completed and accepted, shall be submitted by the CMAR to the Owner, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

If liquidated damages are to be deducted from the final payment, the Owner shall so notify the CMAR in writing at least ten (10) calendar days prior to the Owner's submittal to Finance.

(4) Final Accounting Costs. Final accounting of costs of the work shall be provided by the CMAR in the form of a detailed cost report showing vendor, invoice number, and date of invoice for all costs, all sorted by trade division cost code as is maintained by the CMAR in his accounting system. Upon receipt of the detailed cost report final accounting, the Owner may have access to all accounting records at the CMAR's place of business for review and reporting purposes by the Owner's accountant, whether external or internal.

ARTICLE 6. CHANGES IN THE PROJECT

6.01 Amending and Supplementing Task Order. The Task Order may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- (a) a formal Written Amendment,
- (b) a Change Order, or
- (c) a Field Directive Change.

The Task Order price and the Time of Performance may only be changed by a Change Order or a Written Amendment.

In addition, the requirements of the Task Order may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- (a) a Field Change Order,
- (b) the Designer's approval of a Shop Drawing or sample, or
- (c) the Designer's written interpretation or clarification.

6.02 Changes in Work. Without invalidating the Task Order, the Owner may unilaterally and at any time or from time to time order additions, deletions or revisions in the Work; these will be

authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order or Field Directive Change, the CMAR will proceed with the Work involved.

All such Work shall be executed under the applicable conditions of the Task Order.

If any Change Order or Field Directive Change causes an increase or decrease in the Guaranteed Maximum Price (GMP) or any extension or shortening the Time of Performance, an equitable adjustment will be made.

Additional Work performed by the CMAR without written authorization of a change in the form of an approved Change Order will not entitle him to an increase in the Guaranteed Maximum Price (GMP) or any extension of the Time of Performance, except in the case of an emergency.

It is the CMAR's responsibility to notify the Surety of any changes affecting the general scope of the Work or change of the Guaranteed Maximum Price (GMP) and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's Acceptance must be submitted by the CMAR to the Owner within ten (10) calendar days of the initiation of the change.

6.03 Change of Guaranteed Maximum Price. The Guaranteed Maximum Price (GMP) constitutes the total compensation payable to the CMAR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the CMAR shall be at his expense without change in the Guaranteed Maximum Price.

The Guaranteed Maximum Price (GMP) may only be changed by an Amendment to the Task Order. Any claim for an increase or decrease in the Guaranteed Maximum Price (GMP) shall be in writing and delivered to the Owner within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within fifty (50) calendar days after such occurrence (unless Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CMAR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CMAR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Guaranteed Maximum Price (GMP) will be valid if not submitted in accordance with this paragraph. Any change in the Guaranteed Maximum Price (GMP) shall be incorporated in an Amendment to the Task Order and approved by the Owner (including by City Council, if required by City ordinances, policies, and/or procedures). No claim by the CMAR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Task Order.

The value of any Work covered by an Amendment or Change Order or of any claim for an increase or decrease in the Guaranteed Maximum Price shall be determined in one of the following ways:

(a) Where the Work involved is covered by unit prices contained in the Task Order or subsequently agreed upon, by application of unit prices to the quantities of the items involved.

(b) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

(c) By cost of the Work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.

In such cases the CMAR will submit in the form prescribed by the Owner an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CMAR to the Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase or decrease, if any.

Regardless of how the value of Work covered by an Amendment, Change Order, or any other claim for an increase or decrease in the Guaranteed Maximum Price is determined, in no case shall the total amount of overhead and profit, including all tiers of subcontractors, exceed 15% of the cost of the Work, unless otherwise approved by the Owner. Such 15% limit shall not include the cost of the Construction Manager's General Conditions or CMAR Fees where due.

6.04 Change of Time of Performance. The Time of Performance may only be changed by an Amendment to the Task Order. Any claim for an extension in the Time of Performance shall be in writing and delivered to the Owner within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty (60) calendar days after such occurrence (unless the Owner allows an additional period of time to ascertain in more accurate data in support of the claim) and shall be accompanied by the CMAR's written statement that the adjustment claim is the entire adjustment to which the CMAR has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CMAR under this provision shall be allowed unless the CMAR has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in

the Contract Time resulting from any such claim shall be incorporated in an Amendment to the Task Order.

The Owner shall not be responsible for any delay in the completion of the **PROJECT** where the delay is beyond the control or without fault or negligence on behalf of the Owner. The Owner shall not be held accountable for extra compensation or an extension of time due to default by the CMAR, subcontractors, or suppliers in the furnishing of labor or materials for the **PROJECT**, or having to replace defective materials.

The CMAR shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an act of God, or any act or omission on the part of the Owner, provided the CMAR gives notice to the Owner within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CMAR's sole remedy shall be an extension of Time of Performance.

No extension of Time of Performance or increases in Guaranteed Maximum Price (GMP) shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes), (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Time of Performance unless otherwise agreed to by the Owner in its sole discretion, (4) for any delay which is caused by the CMAR having to replace defective material, or (5) delays attributable to the lack of performance by subcontractors regardless of the reasons.

6.05. Compliance with Section 218.755, Florida Statutes. CMAR must comply with the following to submit a proper price quote for a change order requested or issued by the City:

- a. CMAR must submit the price quote on the City's Change Order Request form ("COR") to ensure it communicates all relevant information in a uniform document for submission to the City.
- b. All fields and directions on the Change Order Request Form must be completed/followed.
- c. CMAR shall act in good faith when submitting a price quote.
- d. CMAR shall submit the COR to the City Contract Administrator **and** City Project Manager. CMAR understands it is imperative that it notify all listed parties in order to ensure the COR is received and processed by the City.
- e. If there is a CEI for the project under this Contract, CMAR shall obtain the CEI's approval prior to submitting the COR to the City for review.

- f. If there is a grant and/or other funding agreement, CMAR shall comply with all requirements in those agreements necessary to submit a change order.

**ARTICLE 7.
CASUALTY**

7.02 Casualty; Actions by Owner and CMAR. During the Construction Period, if the **PROJECT**, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CMAR shall promptly make proof of loss and Owner and CMAR shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The CMAR shall diligently assess the damage or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CMAR, necessary for reconstruction of the **PROJECT** substantially in accordance with the Project Plans and Specifications. Within fifteen (15) calendar days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the CMAR covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the **PROJECT** to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(1) receipt by the Owner of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(2) written Amendment to this Task Order executed by the CMAR and the Owner, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required amendment to the GMP; and

(3) final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required Building Permit.

7.03 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the **PROJECT**, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinances, codes and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CMAR as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the **PROJECT**.

7.04 Notice of Loss or Damage. The CMAR shall promptly give the Owner written notice of any significant damage or destruction to the **PROJECT**, defined as loss or damage which it is contemplated by CMAR will increase the GMP or extend the date of substantial completion, stating the date on which such damage or destruction occurred, the then expectations of CMAR as to the effect of such damage or destruction on the use of the **PROJECT**, and the then proposed schedule, if any, for repair or reconstruction of the **PROJECT**. Loss or damage which the CMAR determines will not affect the GMP or date of substantial completion will be reported to Owner immediately and associated corrective actions will be undertaken without delay.

ARTICLE 8. MISCELLANEOUS

8.01 Harmony. CMAR is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by it and its subcontractors for work on the **PROJECT** shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the **PROJECT**. CMAR further agrees that this provision will be included in all subcontracts of the subcontractors as well as the CMAR's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge on account of membership or non-membership in any labor union or labor organization, the right of any person to work of the Florida Constitution. Owner's liability for obligations, commitments and unsettled contract claims in the event of termination of this Task Order, shall be limited in accordance with an agreed to subcontract termination clause approved by Owner.

8.02 Ownership of Products and Documents. All documents, reports, analysis maps, blueprints, drawings and other papers and products prepared or received by CMAR in connection with this Task Order ("CMAR's work"), upon payment by Owner of fees accrued and owing at the time of CMAR's work shall be the property of Owner and Owner shall have the right to use CMAR's work subsequently without restriction or limitation.

8.03 Estoppel Certificates. The CMAR and the Owner shall at any time and from time to time, upon not less than twenty-one (21) calendar days prior notice by the other party, execute, acknowledge and deliver to the other a statement certifying that this Task Order is unmodified and in full force and effect (or if there have been modifications that the same as modified is in full force and effect and setting forth such modifications), the dates to which any changes have been paid in advance, if any, and, to the knowledge of such party, neither it nor the other party is then in default hereof, it being intended that any such statement delivered may be relied upon by any prospective purchaser, mortgagee, assignee of any mortgage or assignee of the respective interests in the **PROJECT**, if any, of either party made in accordance with the provisions of this Task Order.

8.04 Captions. The section headings and captions of this Task Order and the table of contents preceding this Task Order are for convenience and reference only and in no way definite, limit or describe the scope or intent of this Task Order, or any part thereof, or in any way affect this Task Order, or construe any article or section hereof.

8.05 Holidays. It is hereby agreed and declared that whenever the time period for a notice or performance under the terms of this Task Order is seven (7) days or greater, and would be made or given or done on a Saturday or Sunday or on a legal holiday observed by the City Council of the City of Port St. Lucie, Florida, it shall be postponed to the next following business day, not a Saturday, Sunday or legal holiday.

8.06 Exhibits. Each Exhibit referred to in and attached to this Task Order is an essential part of this Task Order. The Exhibits, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Task Order.

8.07 No General Obligation. In no event shall any obligation of the Owner under this Task Order be or constitute a pledge of the ad valorem taxing power of the Owner within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the CMAR nor any other party under or beneficiary of this Task Order shall ever have the right to compel the exercise of the ad valorem taxing power of the Owner, in any form on any real or personal property to pay the Owner's obligations or undertakings hereunder.

8.08 Members of the Owner Not Liable.

(1) All covenants, stipulations, obligations and Task Orders of the Owner contained in this Task Order shall be deemed to be covenants, stipulations, obligations and Task Orders of the Owner to the full extent authorized by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or Task Order contained herein shall be deemed to be a covenant, stipulation, obligation or Task Order of any present or future member of the Governing Body or agent or employee of the Owner in its, his or their individual capacity, and neither the members of the Governing Body of the Owner, nor any official executing this Task Order shall be liable personally or shall be subject to any accountability by reason of the execution by the Owner of this Task Order or any act pertaining hereto.

8.09 Relationship of the Parties. No party to this Task Order shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this Task Order shall be deemed to contemplate either party as a partner, agent or local representative of the other party, or relationship between the parties or to create the relationship of employer/employees.

SECTION IV
TIME OF PERFORMANCE

The first sentence in Section IV – Time of Performance, in the Continuing Contract, is removed and replaced with the following:

Preconstruction services under this Task Order shall begin on _____ and terminate on _____. Further Time of Performance, including for construction, shall be contained in an Amendment to this Task Order.

All other terms and conditions in Section IV – Time of Performance, in the Continuing Contract shall remain.

SECTION VI
COMPENSATION

The fee for preconstruction services, as provided in Exhibit B, is **\$59,289** and the sum of a CMAR fee to be negotiated at the time GMP* is established for Construction Services.

*The GMP will be established in a separate Amendment to this Task Order.

SECTION XI
INSURANCE

Consultant shall add the City as an additional insured for the Project, which shall read: "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Task Order #20250306 – Peacock Building Renovation.**"

All other terms and conditions in Section XI – Insurance, in the Continuing Contract, shall remain unchanged.

SECTION XXXVIII
ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions are added for purposes of this Task Order:

- B. **Discriminatory, Convicted, And Antitrust Violator Vendor Lists**: CMAR certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- C. **Cooperation With Inspector General**: Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CMAR understands and will comply with this statute.
- D. **Conflict**. In the case of a conflict between the terms of this Task Order and the Continuing Contract, this Task Order shall take precedence for: (1) the specific Project scope; (2) the specific Project compensation; (3) the time of performance for the Project and any renewals; (4) the City's Contract Administrator and Project Manager for the Project; and (5) the Additional Insured endorsement. In all other respects, the terms and conditions of the Continuing Contract apply as if fully set forth herein and shall govern.
- E. **Successors and Assigns**. This Task Order shall be binding upon and incur to the benefit of the successors and permitted assigns of the parties hereto.
- F. **Entire Agreement**. This Task Order, in addition to the Continuing Contract, including any amendments thereto, shall constitute the legal, valid, binding and enforceable obligations to the parties. This Task Order and the Continuing Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect to the Project.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Task Order, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: Caroline Sings

Purchasing Agent

By: CMAR

Authorized Representative Name: STEPHEN SINES
Authorized Representative Title: PRESIDENT

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)

COUNTY OF Palm Beach)^{SS}

The foregoing instrument was acknowledged before me by physical presence or online notarization, this 20th day of October, 2025, by Stephen Sines who is personally known to me, or who has produced the following identification:

F. Susana Molina Hisel
Signature of Notary Public

F. Susana Molina Hisel

Print Name of Notary Public
NOTARY SEAL/STAMP

Notary Public, State of Florida
My Commission expires:



EXHIBIT A
DEFINITIONS

1. "Change Order" means a written order to the CMAR signed by the Owner, issued after execution of the Task Order, authorizing a change in the Work. The Guaranteed Maximum Price and the Contract Time may not be changed by a Change Order. A Change Order signed by the CMAR indicates his agreement therewith.
2. "Construction Commencement Date" means the date specified in the Construction Phase Notice to Proceed.
3. "Designer" means the entity (or entities) with which the City contracts to perform the design work for the Project.
4. "Exhibits" means the documents attached hereto and designated as exhibits to this Task Order or incorporated by reference into this Task Order.
5. "Field Change Order" is a written change order requested by the Owner, accepted by the CMAR, and approved by the Project Manager for minor changes in the Work, not involving the adjustments in the Guaranteed Maximum Price or an extension of Time of Performance, and not inconsistent with the overall intent of the Task Order.
6. "Field Directive Change" is a written directive to the CMAR, issued on or after the date upon which this Task Order is fully executed, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A Field Directive Change may not change the Guaranteed Maximum Price or the Time of Performance, but is evidence that the parties expect that the change directed or documented by a Field Directive Change will be incorporated in a subsequently issued Change Order and/or Amendment following negotiations by the parties as to its effect, if any, on the Guaranteed Maximum Price (GMP) or the Contract Time.
7. "Final Completion" means acceptance of the Project by the Owner as evidenced by its signature upon a final payment Certification form. The final payment Certification shall be signed only after the Owner has assured itself by tests, inspections, or otherwise that all the provisions of the Task Order have been carried out as required. All conditions precedent to Final Completion stated in this Task Order shall be satisfied by the CMAR before the Project is accepted by the Owner for Final Completion.
8. "Force Majeure" means those conditions constituting excuse from performance as described in the Continuing Contract
9. "Guaranteed Maximum Price (GMP)" is established by the CMAR guaranteeing the maximum price to the Owner, for the construction cost of the project.
10. "Owner" means the City of Port St. Lucie, Florida, a municipal corporation, and any successor in interest thereto.

11. "Permitting Authority" means the City of Port St. Lucie and any other applicable governmental authority acting in its governmental and regulatory capacity, which is required to issue or grant any permit, certificate, or other approval which is required to issue or grant any permit, certificate, or other approval which is required as a condition precedent to the commencement of any construction of the Project, or any part thereof, including the Building Permit.
12. "Project or **PROJECT**" means the design, construction and equipping of the Project established in this Task Order and related or appurtenant facilities thereto, in accordance with the Project Plans and Specifications.
13. "Project Plans and Specifications" means the construction drawings and final specifications prepared by the Designer and any changes, supplements, amendments or additions thereto approved by the Owner and CMAR, which shall also include any construction drawings and final specifications required for the repair or construction of the Project.
14. "Project Schedule" means the estimated and approximate schedule and sequence of events for the commencement, progression and completion of the Project, and as such schedule may be amended as provided for in the Task Order.
15. "Punch List Completion Date" means the date upon which all previously incomplete or unsatisfactory items, as identified by CMAR and/or Owner are completed in a competent and workmanlike manner, consistent with standards for renovation of this type and with good building practices in the State of Florida.
16. "Subcontractor" means any person or organization as defined in Paragraph 6.01 hereof.
17. "Substantial Completion" means an acceptance of the Work by the Owner when construction is sufficiently complete in accordance with the Task Order so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended. A certificate of occupancy or compliance, when applicable, issued by the Building Official is required concurrent with or prior to issuance of the Certificate of Substantial Completion.
18. "Task Order" means this Task Order between Owner and CMAR, including any Exhibits attached hereto, and any Amendments to this Task Order or any of the exhibits.

End of Exhibit A

EXHIBIT B
PRE-CONSTRUCTION PROPOSAL

September 25, 2025

Mr. Michael H Peter, P.E.
Building Director/Building Official
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Re: QVC Building: Renovation

Morganti greatly appreciates the opportunity to provide preconstruction services for the QVC Building: Renovation project at address: 300 NW Peacock Ave, Port Saint Lucie, FL 34986.

The following preconstruction fees are proposed based upon the review of this project for the amount of \$ \$59,289.00. (See page 2 for breakout of services).

We recommend a phased GMP for the project.

- Phase 1- Exterior Façade Repairs/Re-roof/Site Improvements
- Phase 2- 1st Floor Renovation
- Phase 3- 2nd Floor Renovation

Phasing will allow for expedited permitting to start the demolition and exterior work while the interior renovations are being coordinated. Additionally, splitting the interior renovations will allow for an earlier occupancy into the building.

In closing, Morganti greatly appreciates the opportunity to work with the City of Port St. Lucie. Please advise if any additional information or discussion is necessary.

Sincerely,
The Morganti Group, Inc.



Brent Martin
Director of Preconstruction

Cc: Stephen Sines, CEO- The Morganti Group, Inc.
File

OWNER: City of Port St. Lucie
 PROJECT NAME: QVC Building- Renovation
 CONSTRUCTION MANAGER: THE MORGANTI GROUP INC.
 DATE: 9/23/2025



PRECONSTRUCTION PHASE

ITEM #	DESCRIPTION OF SERVICE	POSITION OF STAFF	UTILIZATION RATE	QTY IN MONTHS	UNIT PRICE	TOTAL RATE
Design Review & Estimates						
1	Schematic Design: Estimate & Review	Estimator	0.00	1.00	\$ 17,509	By Owner
2	Design Development: Estimate & Review	Estimator	1.00	1.00	\$ 17,509	\$ 17,509
Construction Documents & GMP						
1	Scope Evaluation	Project Manager	0.15	1.00	\$ 20,300	\$ 3,045
2	Scope Evaluation	Estimator	0.15	1.00	\$ 17,509	\$ 2,626
3	Solicitation of Subcontractors (21 Calendar Days)	Estimator	0.20	2.00	\$ 17,509	\$ 7,004
4	Document Distribution	Estimator	0.05	2.00	\$ 17,509	\$ 1,751
5	Site Visit Evaluation	Project Manager	0.05	2.00	\$ 20,300	\$ 2,030
6	Site Visit Evaluation	Superintendent	0.05	2.00	\$ 17,764	\$ 1,776
7	Procurement of Competitive Proposals	Estimator	0.05	1.00	\$ 17,509	\$ 875
8	Proposal Review & Analysis	Dir of Preconstruction	0.25	1.25	\$ 27,913	\$ 8,723
9	Proposal Review & Analysis	Estimator	0.25	1.25	\$ 17,509	\$ 5,471
10	Establish GMP Proposal	Dir of Preconstruction	0.25	1.00	\$ 27,913	\$ 6,978
					SUBTOTAL:	\$ 57,789
Reimbursable Expenses						
1	Reimbursable Expenses	TBD	1.00	1.00	\$ 1,500	\$ 1,500
<i>*Advertisements, Reprographics, Mail, Misc Office Supplies</i>						
					SUBTOTAL:	\$ 1,500
					TOTAL PRECONSTRUCTION FEE:	\$ 59,289
Exclusions						
1	Permitting processing and fees					
2	Permit Drawings					
3	Destructive Site Analysis					
4	Asbestos Testing or Assessment					
5						
6						
7						
8						