## **UCF-610 CREATIVE SCHOOL FOR CHILDREN**

## Pre-Construction

- 1. The Pre-construction fee for this Project will be \$70,000 for the entire job, to be billed after the GMP is accepted by the Owner. This fee includes all efforts required to:
  - Work with the A/E team throughout design to provide cost advice on design options, systems selections, etc. to ensure that the documents presented to Owner are within budget.
  - Attend design meetings with A/E and Owner team to be able to validate that design options presented meet our budget, and offer feedback during the meeting on alternate design suggestions.
  - Work with the Owner's cost estimator, who will provide their own feedback on costs.
  - Pursuant to Section 3.4.18 of the Contract, if the final GMP comes in above the Owner's approved budget, then the Pre-Construction fee will be deemed unearned and not payable to the Construction Manager to the extent that the GMP proposal exceeds the budget, to make up for any budget shortfall between the Owner's budget and the final GMP.
- 2. The CM will solicit subcontractor bids from a large pool of subcontractors to ensure competitive cost numbers. (Section 3.4.1.5 of the Contract states "Construction Manager shall be responsible for promoting and encouraging bid competition, and shall make every effort to acquire a minimum of three (3) bids for each CSI division of work."

## The GMP

The below addresses some of the most common GMP issues, and is not meant to be exhaustive. Pursuant to the Contract, Owner reserves the right to accept/reject additional items not listed here.

- 1. The CM fee will be a maximum of 4.5%, which includes all items listed in Section 5.2.5.2 of the Contract. Shortlisted CMs will be asked for their fee percentage and staffing plan prior to the final interviews, and these may be part of the final CM selection.
- 2. UCF does not pay for:
  - Vehicles/gas
  - Tolls
  - Cell phones
  - Data/service plans
  - Software
  - Postage/expressage
  - Printing/copies
  - Small tools over a \$500 total cost
  - As-builts
  - Any employees not located on the jobsite (such as accountants)
  - Any expenses not incurred solely as a result of the project
  - Any items with contractor's logo
  - Food

- Drinks other than water
- 3. Labor Burden
  - a. The following items may be included in the labor burden calculation:
    - SS
    - Medicare
    - FICA
    - FUTA
    - SUTA
    - WC
    - 401K
    - Group Medical
  - b. The following items may be not included:
    - PTO
    - Training/Professional Development
    - Deferred compensation/bonus
    - Employee Stock Ownership Plans (ESOP), Phantom Stock plans (or any similar company ownership distribution plans).

NOTE: Labor Burden must be backed up by certified payroll records. PTO is included in certified payroll. Labor rates shall be provided along with the labor burden.

- 4. Regarding any increases to Staffing costs, Section 5.2.3 of the Contract states "Project Staffing Costs shall not be increased during the term of this Agreement, except as approved by Owner in writing. Project Staffing Costs may include an annual cost of living increase, not to exceed three percent (3%). Any pay raise that Construction Manager chooses to implement above the 3% increase must be paid outside of this Agreement. Overtime must be pre-approved by Owner in writing."
- 5. Fee calculation. The CM Fee is calculated as follows:

Total Direct Work (includes General Requirements)	
Total General Expense (GC)	
Staff Expense (GC)	
Contingency	
Total	
Fee (maximum of 4.5%)	
Total w/Fee	
General Liability Insurance % (on Total w/ Fee)	
Payment and Performance Bonds	
Total GMP Calculation	