

# Chris-TeleSCOPE

Systematic Corporate Operational Procedures Education

Your guide to contract knowledge, operational procedures, corporate policies and general firm information

A photograph of a building's exterior wall with a large, raised, 3D logo for Chris-Tel Construction. The logo consists of the words "CHRIS-TEL" in a large, bold, sans-serif font, with a small diamond-shaped icon between "CHRIS" and "TEL". Below this, the word "CONSTRUCTION" is written in a smaller, all-caps, sans-serif font. The wall is light-colored and has a dark horizontal trim line above the logo. A tree is visible in the background behind the building.

CHRIS-TEL  
CONSTRUCTION

# Why the Tele-SCOPE?



CHRIS-TEL HISTORY,  
PRINCIPLES, VALUES AND  
BRANDING



OPERATIONAL  
KNOWLEDGE



INTERNAL POLICIES  
AND PROCEDURES

# Building, Restoring and Preserving Since 1989

Chris-Tel Construction is one of the premier Construction Management firms in Florida, building some of the most iconic projects in the state. Our firm's longevity, financial strength and long standing relationships with members of the community have earned us the respect and prosperity in our industry.

The firm was founded by Howard Wheeler, II in 1989 who, prior, spent time working for his father and grandfather learning the ins and outs of the construction industry. The Wheeler family is no stranger to construction and has deep roots in Fort Myers and storied construction experience, dating back to the early 1920's.

The early years of the company were spent changing the size, scope, and direction of Chris-Tel. Initially the work performed by the firm centered around high-end residential and commercial renovations. Over time, the firm entered into several continuing services contracts with municipal agencies and education institutions, quickly gaining a reputation for quality craftsmanship and reliable service. Fast forward to now, Chris-Tel continues to serve the various municipal and educational institutions in the area but has since taken on many large-scale commercial construction projects and is known as a competitive construction firm that can do it all.

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## **LONGEVITY**

Chris-Tel Construction is a locally owned and operated construction management firm based out of Fort Myers, Florida since 1989

## **FINANCIAL STRENGTH**

We are a financially sound firm that has obtained a bonding capacity of \$100M for a single project and \$300M aggregate

## **SUBCONTRACTOR RELATIONSHIPS**

We have developed strong relationships with the local subcontractor and vendor community which continues to be a key element in our ability to provide our clients with fair and exact pricing for labor and materials

## **GIVING BACK**

We believe that it is important to give back to the communities and organizations that have helped us achieve our aspirations

## **ZERO CORPORATE**

We are local, available and involved from the top down on every project and have staff ready no matter the need of the client

## **COMMITTED TO ETHICAL BEHAVIOR**

We operate with one defining principle, "doing the right thing in all circumstances regardless of profit or loss"

## **INTEGRITY & COMMITMENT**

The quintessence of Chris-Tel Construction is in our commitment to build more than buildings. We build better lives. Our commitment to establish and engage in long-term relationships with our clients, employees, subcontractors, and our community, is built upon principles of integrity, dedication, vision, and an unwavering work ethic.

## **EXPERTISE & INNOVATION**

We promise performance to the highest standards of virtue in construction management, are committed to providing quality craftsmanship and readily seek innovative business solutions to consistently and accurately depict our proven expertise within the construction industry.

## **FOCUS & COLLABORATION**

The character of Chris-Tel Construction is in our capacity to embrace the communities that have allowed us to achieve our aspirations. We believe in giving back by constructing structures that improve the lives of others and the communities in which we serve or through charitable contributions, which is essential to investing in the future for generations to come.

# VALUES

# OUR BRAND

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## PERSONALITY PORTRAIT

**More Than Just Building.**

The core of Chris-Tel Construction is in our commitment to building more than just buildings. We build for our communities, clients, trade partners, and co-workers. Chris-Tel Construction is built upon generational integrity, hard work, and determination.

## OUR PROMISE

**Partnership. Value. Commitment.**

We promise a partnership with the highest values and quality performance because we treasure what we do and how we do it. We believe in putting our clients and community first. We are committed to doing the right thing regardless of profit or loss.

## THE CHARACTER OF CHRIS-TEL

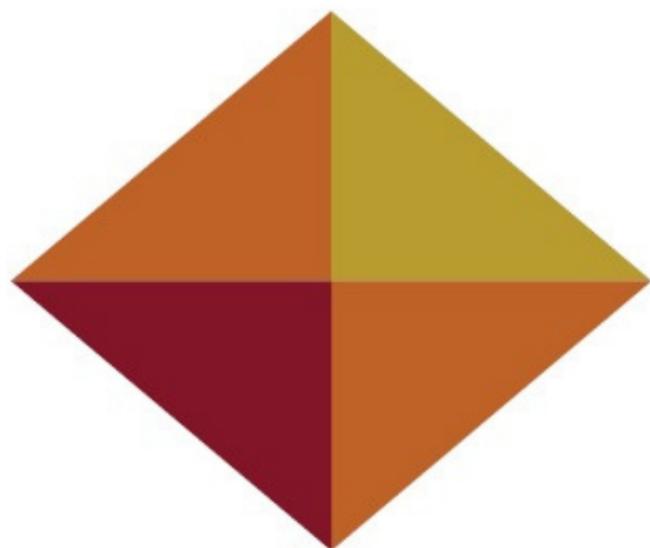
**Integrity.**

The character of Chris-Tel Construction is in our integrity and desire to support the communities that have helped shape us into who we are and what we stand for. We believe in giving back by building buildings that improve the lives of others and embracing the communities in which we will serve for future generations to come.

BRANDING

# OUR LOGO

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## OUR DIAMOND

The diamond within the Chris-Tel logo is a visual representation of wisdom, strength, and oneness. The core of the diamond unites the three hues, maroon, orange, and gold, bringing together all of the values our team represents. When you choose Chris-Tel Construction, you choose a one of a kind construction management firm.

**CHRIS ♦ TEL**  
CONSTRUCTION

**CHRIS ♦ TEL**  
**CONSTRUCTION**  
*BUILD | RESTORE | PRESERVE*

**RELIABLE**

WISDOM. SUCCESS.

**PASSIONATE**

MOTIVATION. CREATIVITY.

**DEDICATION**

INTEGRITY

REPUTABLE. QUALITY.

TRIUMPH

OPTIMISM



BRAANDING

# Executive Leadership



HOWARD L. WHEELER, II  
President



JULIE DEPIRO  
Vice President, Finance and  
Administration



MOLLY SCOTT  
Strategic Development Director



ERIC SCHNEIDER  
Operations Manager



ALEX MAZIEKAS  
Operations Manager

# PROCURING WORK



## HOW DOES THE FIRM GET WORK?

### RFQ (Request for Qualifications)

An RFQ is a submission of qualifications and experience to a public or private entity for a specific project. The owner will advertise or send out a request for firm information pertaining to experience, approach, schedule, staffing, etc in order to determine who is best suited for the job. This process can be one or two phases; submission book only or submission book and presentation to committee.

### Referrals

Referrals come from multiple places in our industry - owners, architects, engineers, subcontractors, etc. When our firm receives a referral, we typically engage in a negotiated process of contracting for the job.

### Repeat Work

80% of our portfolio comes from repeat work. This can include continuing contract services work, clients with more than one project or government entities with continuous work being advertised

### Hard Bid

This process is rarely used but has occurred where our firm will provide pricing to an owner based on a set of finished plans where there are multiple contractors vying for the same project.

# VETTING OUT WORK

## GO / NO-GO EXERCISE

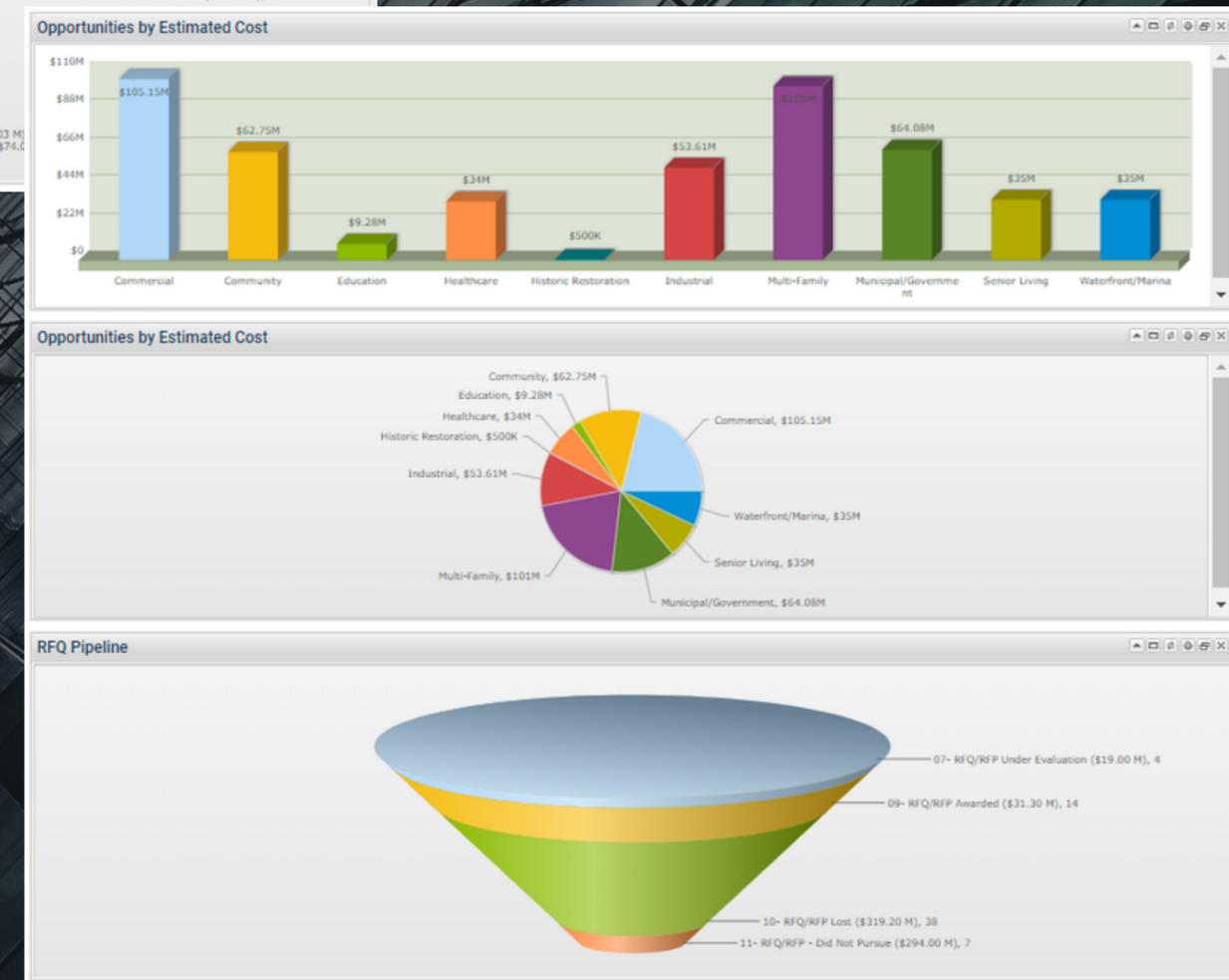
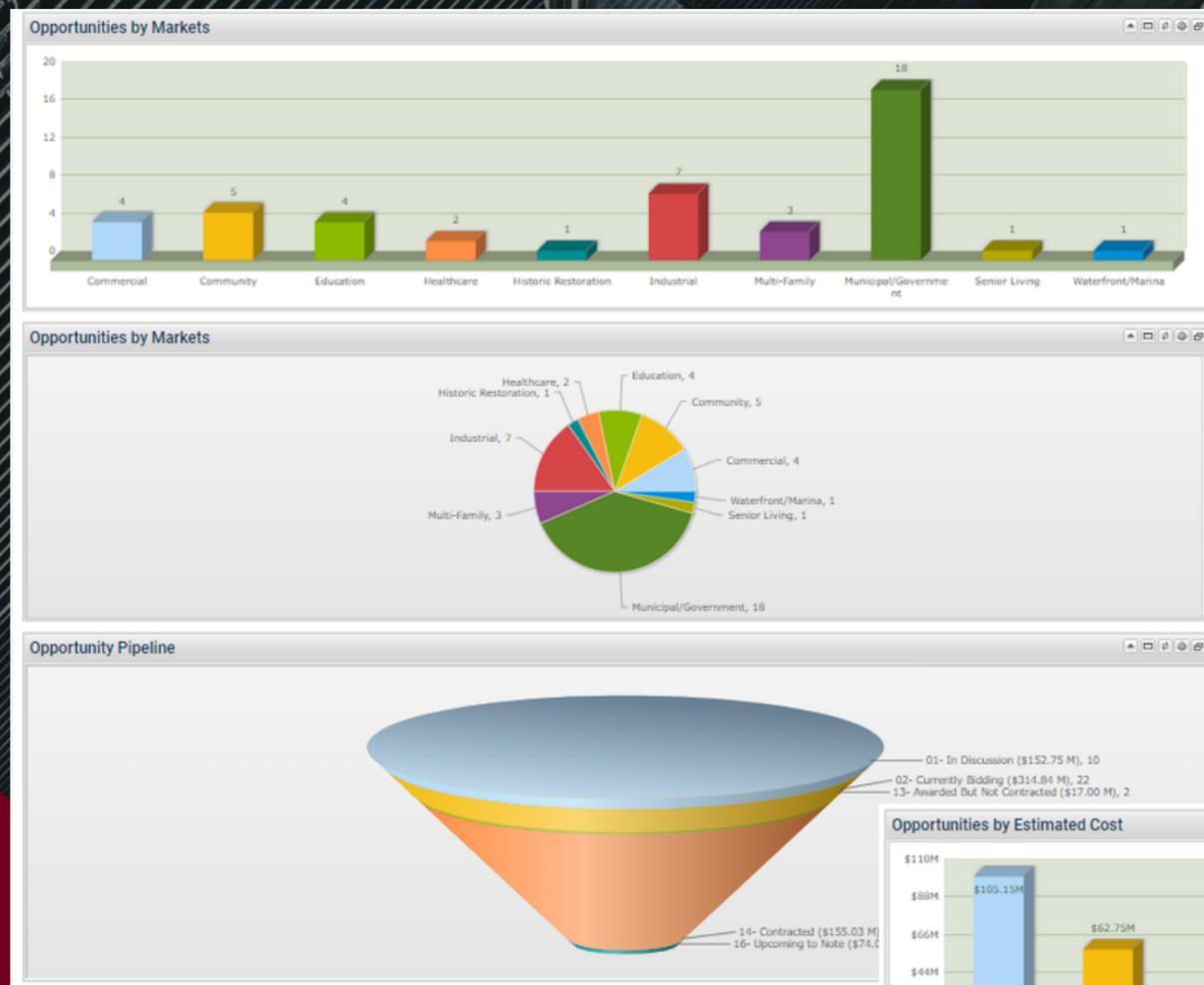
- Our firm procures work by various methods to include RFQ/RFP (Request for Qualifications/Proposal), Referrals, Continuing Contract, Existing Clients, Bidding (rarely)
- All new work runs through the Manager, Strategic Development with assistance from Business Development
- When engaging with new and existing clients for work, there are many questions asked to help determine if we should pursue. This is done to vet the client and ensure that they are a client that we want to work with and would be successful
- We have a “Go / No-Go” for both Preconstruction and Marketing which must be followed for any new job coming into the firm (aside from the Airport Work)
- These Go / No-Go’s are sent to reviewers and are scored to determine if we pursue
- Scores above 5 points are automatically a “GO”; Scores below 4 points are automatically a “NO-GO”; anything in the middle is up for discussion

**Go / No Go Decision Matrix (Marketing)**

Criteria	Decision Criteria						P1
	Negative		Neutral		Positive		
	1	2	3	4	5	6	
Support	Unknown or virtually unknown to client		Known to client, but not well known		Well-developed relationship with client		
Experience	Did not expect RFP; project info limited to solicitation		Anticipated RFP, have collected adequate info		Distinct insights into client needs and expectations		
Competition	Competitor is strongly favored		Open competition with no apparent favorite		Our firm in favored position for contract award		
Experience	Marginally qualified, limited or no relevant experience		Adequately qualified but no real edge over competitors		Technically superior to most competitors		
Availability	Needed team members are too busy or in distant offices		Needed team members have adequate availability		Very strong proposed team with good availability		
Profitability	Unlikely to make targeted profit on this project		Can meet profit goals if well managed		High likelihood to meet or exceed targeted profit		
Selection	Selection primarily driven by price; commodity purchase		Client to balance price and qualifications in selection		Will select most qualified, then negotiate price		
ROI	High proposal costs relative to odds of winning		Proposal costs appropriate relative to odds		Excellent ROI; cost very appropriate for the odds		
ChrisTel Marketing Plan	Opportunity not consistent with stated marketing goals		Opportunity fits within our stated marketing goals		Opportunity can't be passed up relative to our goals		
Permitting	Owner/Project Team unaware of permitting process		Architect/Owner require assistance during the permitting process		Project is in the permitting process/near permit release		
Financing	Financing pending/Public Grants		Owner seeking equity partners		Financing/Funding in place		
Complexity	Simple construction, not complex		Semi Complex - Limited bidding process		Complex - Select bidders		
Regulations	Excessive bidding regulations w/ high LD's		Standard bid regulations for this type of project		No bid regulations - Chris Tel has full control		
Method	Hard Bid - Public/Private		GC/CM/Cost Plus Fee		Design Build/CMA/CMR		
Winning Chance	0-30% chance of winning		30-60% chance of winning		60-90% chance of winning		
Proposal factor ratings)							0
divided by 15)							0
Between 5 to 6 project team moves forward, Score equals 4 to 5 project team discusses with executive							DECISION: (highlight one)
Score equals <4 - project dies and we move on.							

# BACKLOG

- We use a CRM (Customer Relationship Management) tool called Cosential to track and organize projects and clients we are pursuing
- The database offers the ability to view projects that are currently in the RFQ process or estimating (either in discussion, awarded but not contracted or under review)
- This database also allows for project leads to be entered and tracked. Leads are projects not yet in a defined status, but more of a "word on the street" position
- The database helps to understand which type of projects are dominant in the market and the dollar amount associated with certain genres of construction (i.e. multi-family, industrial, government, etc)
- This graphical depiction is shared in our Chris-Tel Current newsletter on a bi-monthly basis in order to inform staff of the types of projects we are pursuing and what to be on the lookout for. The graphs depict Opportunities by Cost and Opportunities by Market



# WHAT'S NEXT CAMPAIGN?

## IMPLEMENTING THE SELLER -DOER MINDSET

### WHAT IS A "SELLER-DOER"?

- This is a role, not a title
- Technical/Operations/Administrative staff who can generate repeat work from existing clients and/or subcontractors
- Senior Project Managers, Project Managers, Superintendents, Estimators, Accounting and Admin

### WHY IS THIS IMPORTANT?

- Provides opportunities for more new work from clients that already know our firm and staff
- Creates a stronger relationship with existing clients, subconsultants and subcontractors
- Provides another level of BD/Marketing for the firm and strengthens our ESOP

### HOW WILL THIS BE IMPLEMENTED?

- What's Next information and literature will be available on the Training portal of Sharepoint as well as the link provided on the website
- Trainings will include a PowerPoint presentation, handouts/worksheets and short survey once training is completed

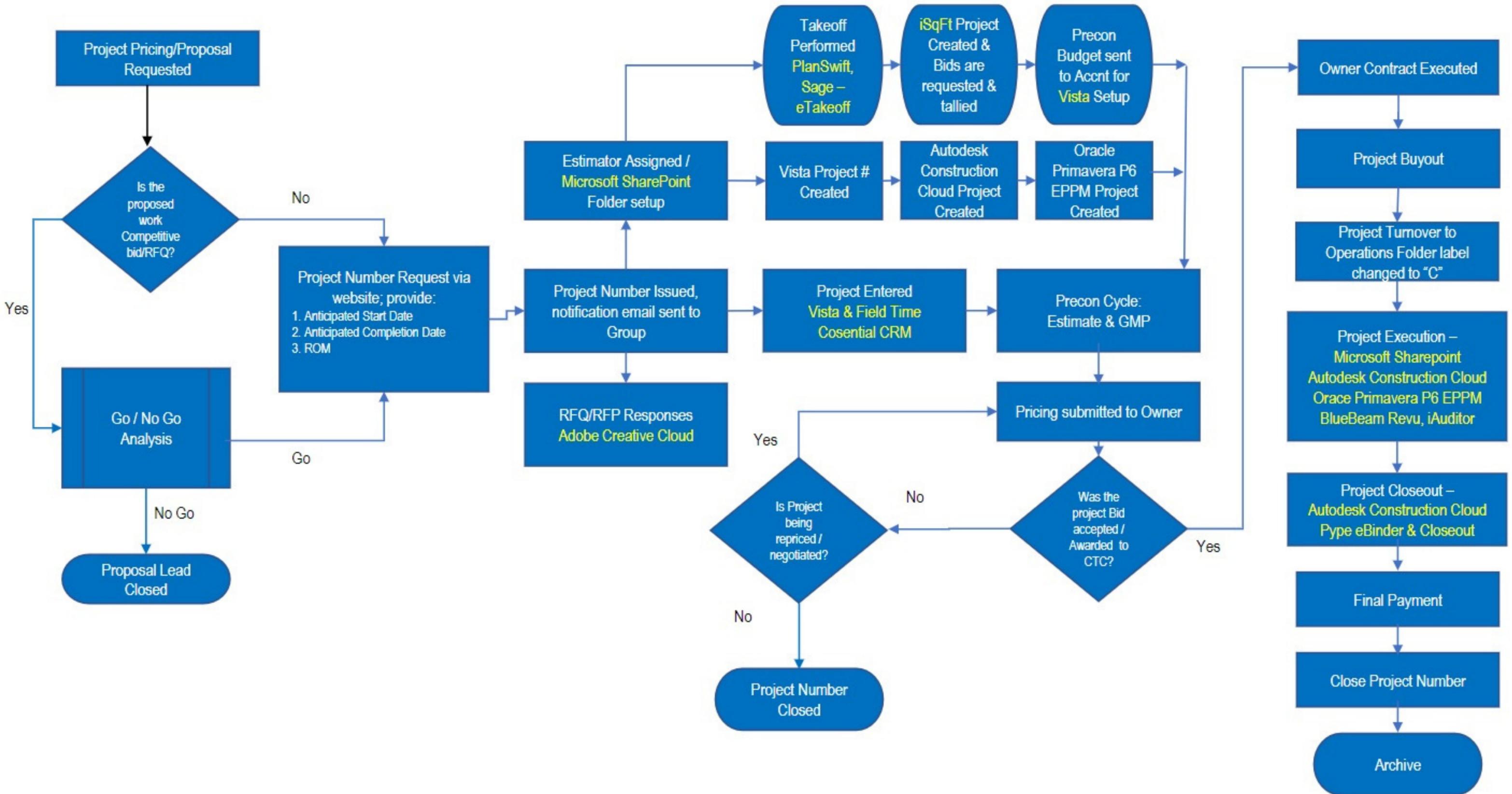


If everyone is moving forward together, then success takes care of itself.

A large, dark blue arrow pointing to the right, containing the text "WHAT'S NEXT" in white, bold, sans-serif font. The arrow is set against a background of dark blue and light blue geometric shapes.

**WHAT'S  
NEXT**

# Project Life Cycle



# AIA CONTRACTS

## WHAT IS AN AIA CONTRACT AND WHY USE ONE?

AIA Contracts are created by the American Institute of Architects and are the most widely used legal documents in the construction industry. They are predominately used for private clients as public entities typically have their own contract versions.

## WHAT TYPES OF AIA CONTRACTS DO WE USE?

The most frequently used AIA contracts for our firm include:

- AIA A133-2019: CM/Owner Cost Plus Fee with a GMP
- AIA A134-2019: CM/Owner Cost Plus Fee with NO GMP
- AIA A201-2017: General Conditions
- AIA G702: Payment Application
- AIA G706/G706A: Affidavit of Payment of Debts/Claims
- AIA A305: General Contractors Qualification Statement (mostly used for public or private RFQ solicitations)



## AIA Document A133™ – 2019

**Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month, and year.)

BETWEEN the Owner:  
(Name, legal status, address, and other information)

and the Construction Manager:  
(Name, legal status, address, and other information)

for the following Project:  
(Name, location, and detailed description)

The Architect:  
(Name, legal status, address, and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.

Init.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** To

**CONTRACT ABSTRACT**

Project Name:	Contract Price:
Owner:	Project Duration:
Contract Type1:	Prepared By:
Project Description:	Date Prepared:

4. Early Completion Bonus		
5. Trigger for Commencement of Contract Time		
6. Required Milestones		
a. Substantial Completion Date		
b. Final Completion Date		
c. Other		
7. How is Substantial Completion and Final Completion Defined		
8. Responsibility For Errors, Inconsistencies, Omissions, or Design/Code Errors in the Contract Documents		
a. Known or Discovered versus Should-Have-Known or Similar Standard		
b. Ability to Rely Upon Owner-Provided Information		
9. Right to Time and Money for Differing/Concealed Conditions		
10. Right to Time and Money for Owner-Caused Delay		
11. Force Majeure Definition and Rights		
12. Pre-existing Environmental Contamination		

	Contract Section	Summary of Contract Terms
Consequential Damages		
a. Waived		
b. Capped		
c. Tied to Insurance		
Indemnity		
a. For What		
b. To the Extent of		
Negligence,		
Liquidate Damages		
a. Daily Rate		
b. Capped		
c. Sole Remedy at Completion		

# CONTRACT ABSTRACT

- The Contract Abstract is a document that highlights specific aspects of our typical contracts which are imperative to know and understand
- All Estimators need to review and fill out the Contract Abstract to become familiar with the language included for the project they are pricing. This will help to understand items that may need to be included or excluded in the overall budget prior to submission.
- At turnover, each Project Manager should review the Contract Abstract document for pertinent information pertaining to schedule, budget, requirements and other elements related to the project.
- Accounting and Administration should review the items pertinent to their specific roles to determine any special billing requests, waived items and final billing procedures.

<sup>1</sup> e.g., GMP, Lump Sum

# BONDING

## BID BOND

- A Bid Bond is insurance that CTC will do the job for the amount of the bid/GMP with no charge to the Owner. Typical amount of a Bid Bond is 5% of the contract amount.
- This type of bond is stand alone and does not require a Payment and Performance Bond
- Note: if a provable error has been found during preconstruction after the Bid Bond is submitted, we notify the Owner within 3 days of submission, we can rescind the Bid Bond without penalty.

## PAYMENT BOND

- A Payment Bond is an insurance policy that CTC will pay all bills and subcontractors once we get paid by the Owner. Amount is equal to the contract amount
- There are two types; Conditional and Unconditional.
- Conditional: CTC will pay all bills and subs as long as we are paid by the Owner
- Unconditional: CTC will pay all bills/subs regardless if we have received payment from the Owner. This is the most common form, however our subcontractors Master Contract states that their invoices are never due until we get paid.

## PERFORMANCE BOND

- A Performance Bond is an insurance policy stating that CTC will do what we said we would do within the scope of work.
- The amount is equal to the full contract amount
- This bond is typically asked in conjunction with a Payment Bond

**To request a bond, fill out the form and forward to Julie DePiro**

M. E. WILSON COMPANY, LLC  
7264 Kyle Court, Sarasota, FL 34240 Main No. 941-999-1900  
Send To: Sandra Stutzman: [ssutzman@mewilson.com](mailto:ssutzman@mewilson.com) Direct 941-999-1903  
Tony Papa: [tpapa@mewilson.com](mailto:tpapa@mewilson.com) Direct 941-999-1901

### BID BOND OR PERFORMANCE AND PAYMENT BOND REQUEST FORM

REQUEST \_\_\_\_\_ OR PERFORMANCE & PAYMENT BOND REQUEST \_\_\_\_\_ (CHECK ONE)

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Home and Address as it should appear on the bond: \_\_\_\_\_

(as it should appear on the bond): \_\_\_\_\_

(street, city, state, zip, county): \_\_\_\_\_

Contract Date: \_\_\_\_\_ Percentage of Bid Bond Required: \_\_\_\_\_

If requesting a Performance and Payment Bond, please forward a copy of your Contract

\_\_\_\_\_ Invitation or Bid No.: \_\_\_\_\_

\_\_\_\_\_ Liquidated Damages: \_\_\_\_\_ Warranty Period: \_\_\_\_\_

\_\_\_\_\_ Bond or Performance & Payment Bond Form required: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_ with a copy

Public \_\_\_\_\_ Private \_\_\_\_\_

\_\_\_\_\_ Architect or Engineer: \_\_\_\_\_

\_\_\_\_\_ Cash on Hand: \_\_\_\_\_

\_\_\_\_\_ Labor: \_\_\_\_\_ Material: \_\_\_\_\_ Subs: \_\_\_\_\_

\_\_\_\_\_ Contractor's Surety: \_\_\_\_\_

\_\_\_\_\_ Changes: \_\_\_\_\_

# SUBCONTRACTOR prequalification

## WHY DOES A SUBCONTRACTOR NEED TO BE PREQUALIFIED?

- Every subcontractor we work with must go through the prequalification process. This way we can determine if they have the skills, judgement, integrity, financial resources and capacity to perform the work

## HOW DOES A SUBCONTRACTOR GET PREQUALIFIED?

- Potential subs can visit our website prequal portal to submit their information for review. Subs need to have all documentation in hand in order to navigate the process

## WHAT INFORMATION IS REQUIRED FOR PREQUALIFICATION?

- Items needed include company contact for bidding, basic company information, license and insurance, W-9, bonding capacity, OSHA history, bidding dollar amount max, E-verify and eligibility to perform Davis-Bacon/Certified Payroll
- Once the subcontractor submits all the information through the portal, our team will verify the information is complete and accurate for admittance to our prequal list

DOING BUSINESS  
Subcontractors

### Let's Work Together

Our success as a firm is largely dependent on our subcontractors and vendors. We value our subcontractors' knowledge and expertise and elicit their help from the earliest stages of the construction process. On all our projects, we emphasize communication, complete transparency, and fairness with all our subcontractors.

#### Subcontractor Sample Contract Information

Below are the sample contracts that Chris-Tel Construction uses for every project we procure as well as the link to the E-Verify site for employment eligibility verification.

Sample Insurance Certificate    Subcontractor Sample Contract under \$100,000    Subcontractor Sample Contract over \$100,000    

PREQUALIFICATION  
Pre-Qualification

\*\* indicates required fields

Step 1 of 12 - Begin Application  
0%

### APPLICATION

Chris-Tel Construction will use this document to prequalify contractors. Therefore, if you would like to be considered for a future project, please complete the application as requested.

Today's Date  
08/24/2022

Person Completing the Form

First Last

NEXT: COMPANY INFORMATION    SAVE AND CONTINUE LATER

# SUBCONTRACTOR

## scopes of work

- Scopes of work for each subcontractor are noted in the Bid Package Documents they receive with an Invitation to Bid
- Scope should be general in nature, but concise and clear to define what will be performed
- Define specific inclusions and exclusions
- Major milestones to be included
- Should include alternates (adds or deducts) and allowance definitions
- Note any DBE participation
- Scope is NOT a reiteration of specs, general provisions, administrative or items mentioned elsewhere but a clearly defined expectation of the subcontractor for the project.
- Scopes are transferred to the specific sub after award as "Exhibit A" in the Master Subcontract Agreement.

### LEHIGH SR. HIGH SCHOOL – ADDITION, RENOVATION AND REMODELING BID PACKAGE #15B – HVAC

Provide all necessary labor, material, delivery, taxes, layout, supervision, equipment, coordination and incidentals necessary supply and install a complete HVAC package.

1. The following Divisions and Sections shall apply:

- Division 0 Bidding and Contract Requirements
- Division 1 General Requirements
- Division 23 Heating, Ventilation and Air Conditioning

2. The Construction Manager shall provide control lines and benchmark elevations for the project. This subcontractor shall provide all layout for his work from these control lines.

3. Nothing in this Bid Package Scope of Work is intended to limit the complete scope of the Contract Documents, Plans, and Specifications as they relate to this Scope of Work. It is the responsibility of all Subcontractors to review the complete set of plans and specifications, so as to become familiar with the project as a whole, particularly as it is related to their specific work and the work of other trades.

4. Include all materials handling, including any required crane hoisting, storage, delivery and/or receiving, etc. Provide for proper storage for materials.

5. Provide all work required associated with underground CWS & R line installation.

6. All access panels, vents and louvers that are required by HVAC work shall be furnished with this package and installed by others.

7. Coordinate with the concrete subcontractor for size and location of required housekeeping pads. Include all required embeds for HVAC equipment on pads. Furnish and install base rails as specified within the Construction Documents.

8. Warranty on all HVAC equipment shall commence on substantial completion of entire project regardless of start-up date.

9. Supply and installed all roof curbs, stands and accessories required for project.

10. Section 230800 Commissioning is not included in this Bid Package, Commissioning support is included. Coordinate above ceiling work with all other trades.

11. Starters VFD's and integral disconnects are provided by this Subcontractor. Coordinate requirements with Bid Package 16A, Electrical subcontractor. Bid Package 16A, Electrical subcontractor is to install/connect.

12. Seal ductwork at end of each work day to protect from dirt and debris.



# SUBCONTRACTOR master contract

- All subs will begin to sign a Master Subcontract Agreement to keep on file
- For each project awarded, the subcontractor will then be sent a work order with the scope detailed vs. an entirely new subcontract
- Payment and Performance Bonds are still required from subs for dollar amounts over \$100,000 and/or if their risk associated with their scope includes items such as roof, HVAC, fire sprinkler, electrical, etc
- A sample of this Master Subcontract is on the website for subs to view and read
- Language is inserted into the bid documents that states that they sub has read and agreed to the Master Subcontract language if they choose to submit a bid
- Any modification or concerns with the Master Subcontract will be modified by Howard and sent to legal for review

## CHRIS-TEL CONSTRUCTION

CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION

### MASTER SUBCONTRACT AGREEMENT

(Number \_\_\_\_\_)

THIS MASTER SUBCONTRACT AGREEMENT ("MSA") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION (the "Contractor") having a business address of 2534-A Edison Avenue, Fort Myers, FL 33901 and \_\_\_\_\_, having a business address of \_\_\_\_\_ (hereinafter referred to as the "Subcontractor" or "Preferred Subcontractor").

Subcontractor's State License No. \_\_\_\_\_  
Federal Employer Identification No. \_\_\_\_\_  
Subcontractor's Representative \_\_\_\_\_ Contact No. \_\_\_\_\_  
Owner/Principal \_\_\_\_\_

### RECITALS

This Master Subcontract establishes the terms and conditions on which Contractor may, from Contractor's sole discretion, purchase or obtain from Subcontractor the labor, supervision, administration and the equipment, tools and materials (collectively, the "Work"), as required by the terms of this MSA to complete the Work set forth in one or more "Work Orders" (as defined below). The parties' obligation to perform Work under every Work Order are expressly governed by the terms and conditions contained or referred to in any invoices, purchase orders, purchase orders or similar writings are objected to by, and will not be binding upon, either party unless specifically agreed to by an authorized representative of such party. This Master Subcontract is not a requirements contract. Contractor reserves the right to use its own resources and employ other contractors or subcontractors, or Contractor's own forces or services on any project.

All construction projects for which Contractor requires Work of the Subcontractor ("Project") shall be governed by the terms of this Master Subcontract and the subject Work Order. The form of the Work Order is attached hereto (the "Work Order"). All Work Orders are subject to the mutual agreement of Contractor and Subcontractor. If Contractor and Subcontractor cannot reach agreement on a specific Work Order, Contractor shall have the right to have the Work performed by Contractor's staff or other subcontractors.

The purpose of this Master Subcontract is to set forth the obligations, responsibilities, terms and conditions of the parties in the event Subcontractor performs any Work for Contractor pursuant to a Work Order. This Master Subcontract does not authorize Subcontractor to perform any Work for Contractor, but the terms and conditions of this Master Subcontract shall be considered a part of any and all Work Orders that may be issued hereafter unless otherwise expressly noted in the subject Work Order.

The parties recognize and agree that Contractor relies upon Subcontractor's bids, estimates and proposals ("Proposals") in negotiating its contract with the Owner. Contractor may thereafter issue a Work Order based upon Subcontractor's Proposals. If Subcontractor objects to the terms and conditions of the Work Order, Subcontractor shall notify Contractor in writing within ten (10) days of receipt of the Work Order. If Subcontractor objects to the terms and conditions of the Work Order, Contractor shall have the right to have the Work performed by Contractor's staff or other subcontractors. Contractor Initials \_\_\_\_\_ Subcontractor Initials \_\_\_\_\_

1

## CHRIS-TEL CONSTRUCTION

CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION

to provide timely written objection, the issued Work Order becomes a binding contract and enforceable (by both parties) according to its terms and the terms of this Master Subcontract Agreement.

During the entire term of this Master Subcontract Subcontractor shall obtain and maintain, at Subcontractor's expense, the insurance coverages required by the Master Subcontract and any applicable Work Order. Such insurance shall be maintained in full force and effect until acceptance of the Work by Contractor, except as otherwise required hereby.

Contractor shall have the right to terminate, in whole or in part, this Master Subcontract and/or any previously issued Work Order at any time for Contractor's convenience and without cause, upon written notice to Subcontractor.

Subcontractor. Unless terminated in whole by Contractor, this Master Subcontract shall continue in full force and effect. Provided, however, either party hereto shall have the right to terminate this Master Subcontract upon written notice to the other, provided, further however, that any such election to terminate this Master Subcontract shall not operate to terminate any previously issued Work Order, and Subcontractor shall proceed to completion of all previously issued Work Order(s) under the terms of the Master Subcontract and the applicable Work Order unless otherwise directed by Contractor.

NOW, THEREFORE, the foregoing recitals are hereby incorporated as fully set forth hereinafter, and in consideration of the mutual covenants and agreements set forth herein, Contractor and Subcontractor agree as follows:

### ARTICLE 1 THE SUBCONTRACT DOCUMENTS

1.1 The term "Master Subcontract" includes this Master Subcontract, any applicable Work Order issued by Contractor to Subcontractor after the date hereof, and written amendments to the Master Subcontract signed by Contractor and Subcontractor after the date hereof. The term "Contract Documents" includes the contract or other agreement (the "General Contract") between Contractor and the Owner or Developer of a particular Project, including the general conditions, supplementary conditions and special conditions, all drawings, specifications, addenda and other changes issued thereto, except and to the extent any of the terms and conditions of any of the foregoing pertain to the amount of fee, compensation, or other payments owing to Contractor, which terms and conditions are specifically excluded from this Master Subcontract and any applicable Work Order.

1.2 The following attachments are incorporated by reference and made a part of this Master Subcontract:

Work Order (Exhibit "A")  
Application for Payment (Exhibit "B")  
Subcontractor Partial Release (Exhibit "C")  
Subcontractor Final Release (Exhibit "D")  
Performance Bond (Exhibit "E")  
Payment Bond (Exhibit "F")  
Guaranty Agreement (Exhibit "G")  
Field Directive Change Order (Exhibit "H")  
Subcontractor E-Verify Affidavit (Exhibit "I")

1.3 The Subcontract Documents enumerated in Paragraph 1.1, and the Exhibits enumerated in Paragraph 1.2 above form the contract between Contractor and Subcontractor, and are as fully a part of the Master Subcontract and

Contractor Initials \_\_\_\_\_ Subcontractor Initials \_\_\_\_\_

2

# PROFESSIONAL SERVICES AGREEMENT subconsultants

- A form that firms or consultants can use to create a contractually binding agreement with a highly skilled business or individual
- Architects, Engineers, Testing Companies, Abatement Companies, etc
- Usually covers single projects with defined scopes, timelines and costs
- Acts as a “contract” for service provider
- PSA is sent to service provider after a proposal is received indicating scope and cost
- Must be filled out PRIOR to any work beginning on the project
- Must be sent without our signature to consultant for signing
- Howard signs upon return
- When a consultant wants to add cost to the PSA, we would use the internal change order form to adjust

## CHRIS-TEL CONSTRUCTION

### Professional Service Contract

This Professional Service Contract is made and entered into as of the date of 08/08/2019

**BETWEEN:** CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION (the "Contractor")  
2534-A Edison Avenue,  
Fort Myers, FL 33901

**AND:** GFA INTERNATIONAL INC. (the "Service Provider"),  
1215 WALLACE DRIVE  
DELRAY BEACH, FL 33444

This Professional Service Agreement ("Agreement") is made as of the Effective Date specified at the end of this agreement by and between Chris-Tel Company of Southwest Florida, Inc. d/b/a Chris-Tel Construction ("Contractor") and GFA INTERNATIONAL INC. ("Service Provider"), having a place of business at 1215 WALLACE DRIVE, DELRAY BEACH, FL 33444. Collectively Contractor and Service Provider shall be known as the "Parties".

**PROJECT:** 19033-C- Gasparilla Inn Beach Club Expansion

#### SCOPE OF SERVICES:

- In compliance with all terms and conditions of this Agreement, the Service Provider shall provide those services specified in the "Exhibit A" otherwise known as scope of services, and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder.
- As a material inducement to Contractor entering into this Agreement, Service Provider represents and warrants that Service Provider is a provider of first class work and services and Service Provider is experienced in performing the work and services contemplated herein and, in light of such status and experience, Service Provider covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. When applicable law requires any services or work to be performed by licensed professionals, Service Provider shall provide such services or work through persons or entities duly licensed to practice their profession.
- For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

#### SERVICE PROVIDER'S PROPOSAL:

- The Scope of Service shall include the Service Provider's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein.
- In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

#### CONFIDENTIALITY:

2 | Page

SERVICE PROVIDER INITIALS \_\_\_\_\_

CONTRACTOR INITIALS \_\_\_\_\_

# CHRIS-TEL CONSTRUCTION

## insurance coverages

### OUR COVERAGE

- Commercial General Liability
  - Each Occurrence - \$1,000,000
  - Aggregate - \$2,000,000
- Automotive Liability
  - Each Accident - \$1,000,000
- Umbrella Liability
  - Each Occurrence - \$5,000,000
  - Aggregate - \$5,000,000
- Workers Compensation/Employers Liability
  - Each Accident - \$1,000,000
  - Each Employee - \$1,000,000
  - Policy Limit - \$1,000,000
- Excess Liability
  - Each Occurrence - \$5,000,000
  - Aggregate - \$5,000,000
- Additionally Insured
  - Provides Owner of the project coverage under our same limits for the project and duration of the project

### WHAT IS NOT COVERED

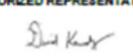
- Single Family Homes/Condos
- EIFS

### WHO IS OUR AGENCY?

- Olin Hill & Associates

### WHO IS OUR RISK MANAGER?

- Ben Few & Co.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
				3/8/2022			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Olin Hill & Associates Inc. 2804 Del Prado Blvd #107 Cape Coral FL 33904		CONTACT NAME: David Kennedy PHONE (A/C, Hq, Ext): 239-045-1900 FAX (A/C, Hq): 239-045-3163 E-MAIL: ADDRESS:					
		INSURER(S) AFFORDING COVERAGE		NAIC #			
		INSURER A: Evanston Insurance Company		35378			
		INSURER B: Owners Insurance Company		32700			
		INSURER C: Ategrity Specialty Ins Co		16427			
		INSURER D: American Builders Insurance Co		11240			
		INSURER E:					
		INSURER F:					
INSURED Chris-Tel Company of Southwest Florida Inc dba Chris-Tel Construction; Chris-Tel Energy Inc 2534-A Edison Avenue Ft Myers FL 33901		CHRIS-T					
COVERAGES		CERTIFICATE NUMBER: 142110723		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		MKL7P8C000745	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5033768902	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE			MKL7EUL102056	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1022589006	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			01PXL700003861	5/1/2021	5/1/2022	Each Occurrence 5,000,000 Aggregate 5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RFQ No. CQ22-0077TA Construction Management Services Cape Coral Technical College Expansion. The School Board of Lee County, Florida is named as Additional Insured on the General Liability with respect to Insured's operations.							
CERTIFICATE HOLDER				CANCELLATION			
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			

# BUILDER'S RISK INSURANCE

- BUILDER'S RISK, ALSO KNOWN AS COURSE OF CONSTRUCTION INSURANCE, IS A PROPERTY INSURANCE POLICY THAT PROTECTS BUILDINGS AND STRUCTURES UNDER CONSTRUCTION
- WE PREFER IT TO BE PAID BY OWNER BECAUSE THE OWNER WILL BE LIABLE FOR THE DEDUCTIBLE. IF WE HAVE TO PROVIDE IT/PAY FOR IT, WE MUST ASSIGN THE DEDUCTIBLE TO THE OWNER IN THE EXCLUSIONS.
- AMOUNT IS EQUAL TO THE COST OF WORK
- THE POLICY COVERS ANY WORK THAT WAS ALREADY COMPLETED BUT DESTROYED BY FIRE, LIGHTNING, HAIL, EXPLOSIONS, THEFT, VANDALISM OR AN ACT OF GOD (I.E. HURRICANE OR TORNADO). ADDITIONAL COVERAGES INCLUDE MATERIALS, SUPPLIES OR EQUIPMENT ON SITE OR IN TRANSIT.
- THE POLICY DOES NOT COVER WEAR AND TEAR, ACTS OF WAR/TERRORISM, RUST, MECHANICAL BREAKDOWNS, DAMAGE DUE TO FAULTY DESIGN, PLANNING, WORKMANSHIP AND MATERIALS, ENGINEERS.
- BUILDERS RISK POLICY MUST BE PURCHASED PRIOR TO THE START OF THE JOB
- IN ORDER TO GET A QUOTE FROM OUR RISK MANAGER, A FULL SET OF PLANS AND SCOPE IS REQUIRED TO SUBMIT

**BUILDERS RISK AND INSTALLATION COVERAGE DECLARATIONS**

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy Numbered as follows:

**AMERICAN ZURICH INSURANCE COMPANY**  
**A Stock Company**  
**Administrative Office: 1299 Zurich Way**  
**Schaumburg, IL 60196**

**New Policy** EC71845020  
 **Renewal of**  
 **Rewrite of**

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**1. Named Insured and Mailing Address:**  
 CHRIS-TEL COMPANY OF SW FL, INC.  
 2534-A EDISON AVE.  
 FORT MYERS, FL 33901

**2. Producer Information:**  
 A Name: USASSURE INSURANCE SERVICES OF FLORIDA, INC.  
 B Telephone #  
 C Fax #  
 D Zurich Producer # A0092077  
 E Field Office Name  
 F Field Office Code

**3. Policy Period – From:** 06/01/2017 **To:** 10/01/2018  
 12:01 a.m. Standard Time at your mailing address above.

**4. Coverage:**  Builders Risk  Installation  Reporting Form

**5. Description of Projects:** MASONRY NON COMBUSTIBLE ROAD IMPROVEMENTS TO SEGMENTS 2, 3 AND 4

**6. Description of Project Sites:** ESTERO BLVD., FORT MYERS BEACH, FL 33931

7. LIMITS OF INSURANCE	COVERAGE	PREMIUM
\$ 18,284,484	Property while at the "project site"	\$ 31,812
\$ 100,000	Property while in transit	Included
\$ 100,000	Property while at any location on a temporary basis	Included
\$ 18,284,484	For all Covered Property	Included
	Minimum Earned Premium \$23,859	

**8. Deductible:**  \$1,000  \$2,500  \$5,000  \$10,000  Other

**9. Forms Applicable To This Coverage Part:**  
**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**

Countersigned: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Authorized Representative

40858 (04-10)  
Page 1 of 1

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## GEORGE H. KNOTT

George is an attorney with Knott Ebelini Hart and concentrates his practice in the areas of business, construction and general litigation. George serves as General Counsel to the Lee Memorial Health Systems, is a Master in the Calusa Chapter of the American Inns of Court, Former Co-Chair of the General and Civil and Business Litigation Practice Section for the Lee County Bar Association and past President of the Southwest Florida Chapter of the American Board of Trial Advocates as well as the Lee Building Industry Association. George received his undergraduate degree from the University of North Carolina and his law degree from Mercer University School of Law.

- Our firm General Counsel is George Knott. He is a partner with Knott Ebelini Hart
- George is not a full time employee of the firm, he is a contract employee that is paid via invoicing (he bills us). Occasionally, we can bill the client for his time but this is a rare occasion.
- Chris-Tel utilizes George for General Counsel services that include contract review, insurance claims, representation in arbitration and/or litigation, employee benefits review, employee terminations and overall firm counsel
- Items needed for him to review include the project name and information, any background information (client, situation, claim info, etc), steps that have been taken already (if any), all documents needing to be reviewed and a firm timeframe that it needs to be completed by. This ensures that his time of review is efficient and effective without a drawn out back and forth
- Any questions on whether or not George needs to be involved with a project you are working on, please inquire with Howard, Julie or Juan first

GENERAL COUNSEL

# PROMISSORY ESTOPPEL

## WHAT IS PROMISSORY ESTOPPEL?

This is a legal term within contract law that refers to the doctrine that a party may recover on the basis of a promise made when the party's reliance on that promise was reasonable, and the party attempting to recover detrimentally relied on that promise

## THREE MAJOR ELEMENTS NEEDED

Promisor: The party making the promise

Promisee: The party who accepted the promise to its detriment

Promise: The promise that was made

## ITEMS NEEDED IN ORDER TO PREVAIL INCLUDE

Proof that the promisor made certain promises that the Promisee relied upon to their detriment and that any injustices could have been avoided by enforcement of the promise made

## PROMISSORY ESTOPPEL EXAMPLE:

Subcontractor A submits a bid to our firm for \$600,000. That bid was submitted to an Owner as part of the GMP.

Subcontractor A has read and agreed to the Master Contract documents well before the bid was submitted and agrees to furnish all costs in order to perform the scope as described in the bid documents for the amount submitted in the bid.

Subcontractor A's work order is sent back to the firm with the original bid amount struck and an increased bid amount in its place.

Chris-Tel can then at that point establish Promissory Estoppel because the firm was promised a clear and definitive offer to perform the scope of work at a certain price and Subcontractor A was undoubtedly aware that Chris-Tel would rely on their price to prepare the GMP. If the original bid is not used, Chris-Tel is faced with the dilemma of Subcontractor A's refusal to perform at the original bid price.

Subcontractor A is liable to Chris-Tel for damages in the event it refuses to perform at the original bid price. Damages would equate to the difference between the original bid and the next lowest bidder.

# Owner Notice Requirements: Types and How to

---

## CHANGE OF SCOPE / ADDED WORK

- Changes in scope are typically owner initiated and must be communicated to each sub affected by said change. We must notify the subcontractor of their change in scope, obtain pricing for said changes and notify the Owner of any time extensions caused by the scope change as well as price escalation.

## DELAYS (OWNER RELATED, MATERIAL, WEATHER, etc.)

- Job sites can experience many different types of delays that stem from owner issues, material delivery delays and even acts of God. When these occur, the owner and sub must be notified properly as this will change the substantial completion date in the schedule. Depending on what our contract reads, we either will be allowed added time and/or money for these delays which will be signed off by the owner and changed in the schedule.
- If the delay is regarding slow progress/no progress from subs or material delivery issues, we have the right to put them on notice and supplement their forces by whichever means we determine. The sub must be notified properly via a statement of fact and they have 72 hours to remedy the situation. If this is not done, they will be in breach of their contract which allows the contractor to supplement their work by whichever means necessary.
- If the delay is due to instances out of anyone's control (weather, environmental issues, war) CTC must notify the Owner of the cause of delay, plan of action for safety and security of the site as well as means and methods of making up the time or requesting a time extension which will result in a change to the master schedule and potentially the GMP. The prime contract will dictate the timeframe in which we should notify the Owner.

# SUBCONTRACTOR BREACH OF CONTRACT LETTERS

## HOW TO UNDERSTAND WHAT “BREACH” MEANS AND PROCESS OF ALERTING SUBS

1. KNOW AND FOLLOW THE NOTICE REQUIREMENTS THAT ARE SPELLED OUT IN THE SUBCONTRACT (WHO RECEIVES, SEND BY THE METHOD REQUIRED AND ABILITY TO PROVE WHEN IT WAS DELIVERED)
2. PROJECT MANAGER TO DEVISE LETTER FOR APPROVAL BY SENIOR LEADERSHIP. LETTER SHOULD BE WRITTEN POLITELY BUT FIRMLY AND SHOULD STATE THE PROBLEM AND WHAT ACTION IS REQUIRED TO REMEDY SAID PROBLEM
3. REFERENCE THE SUBCONTRACT PROVISION OR OTHER AGREEMENT PROVISION
4. USE A PLEADING TONE FOR PROMPT ACTION TO AVOID LOSSES THAT WOULD OTHERWISE RESULT (I.E. WE ARE DEPENDING ON YOUR PERFORMANCE AND COOPERATION, HOW CAN WE HELP, ETC)
5. STATE A DATE BY WHICH A RESPONSE/ACTION IS DUE
6. IF A NON-POSITIVE OR NO RESPONSE HAPPENS, FOLLOW UP WITH A LETTER THAT REPEATS THE SUBJECT MATTER OF FIRST LETTER WITH A HIGHER SENSE OF URGENCY AND DESPERATION (BUT ALWAYS OFFERING TO HELP)
7. INCLUDE A GENERAL RESERVATION OF OUR RIGHTS
8. COPY THE SUBCONTRACTOR’S BONDING COMPANY UNLESS MANAGEMENT PROVIDE OTHER DIRECTION

LETTERS ARE NECESSARY TO PRESERVE OUR LEGAL RIGHTS, BUT ALWAYS TRY TO HAVE FACE-TO-FACE CONTACT AND PERSONAL APPEALS FIRST BASED ON EXISTING WORKING RELATIONSHIP. TERMINATION OF THE SUBCONTRACT IS RARELY IF EVER THE BEST APPROACH! WE WILL SUPPLEMENT FORCES IF NECESSARY

# Claims

A Claim is a demand for something due or believed to be due – can result from breach of contract, injury on job site, damage, construction defects, delay, change of work, change in site conditions or schedule acceleration.

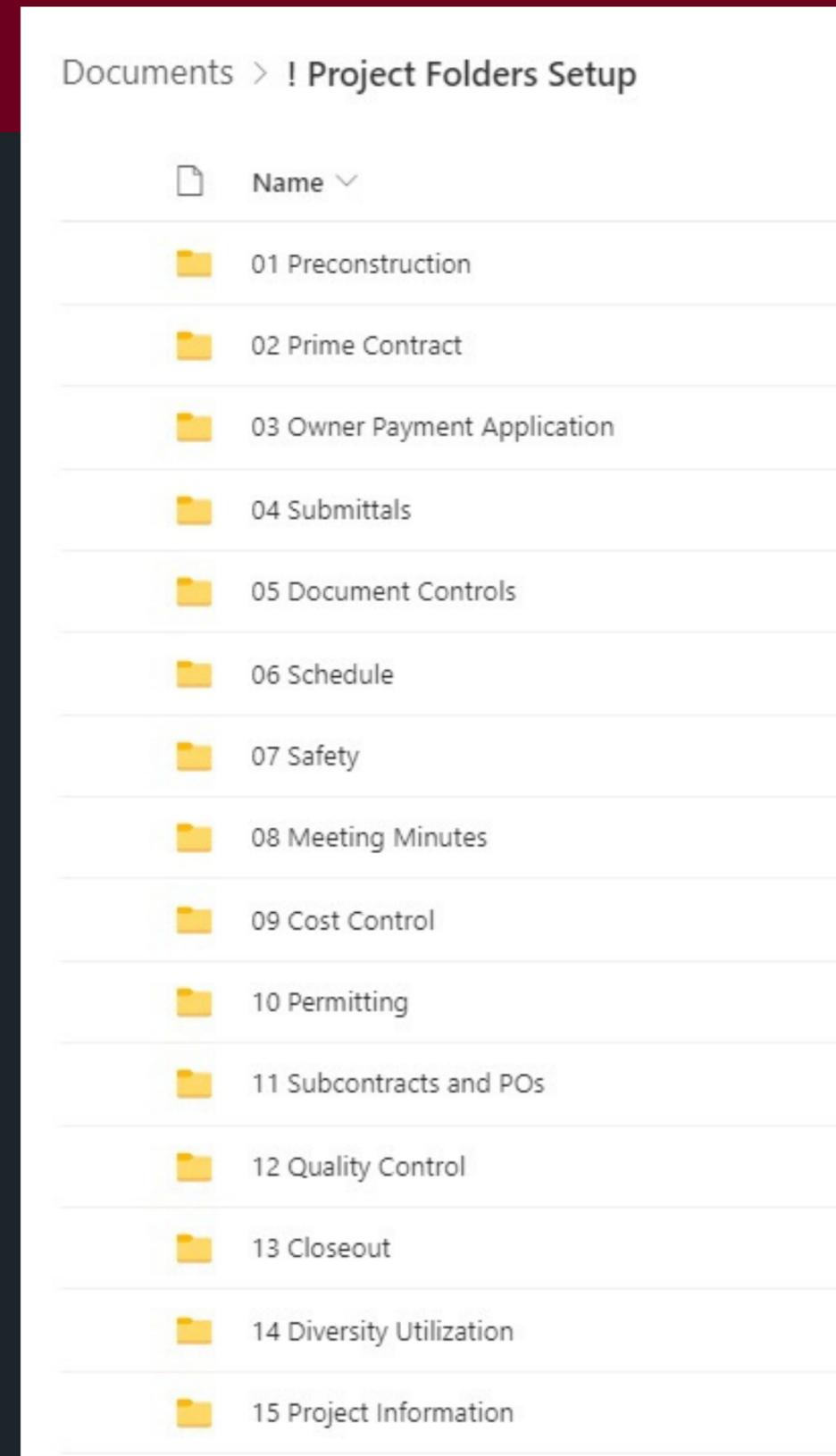
- READ THE CONTRACT AND KNOW EACH PARTY'S RIGHTS BEFOREHAND
- ALERT SENIOR MANAGEMENT AND/OR GENERAL COUNSEL
- KNOW THE FACTS AND DEAL ONLY WITH FACTS – DO NOT GET INTO A BATTLE OF WITS DUE TO EMOTIONS
- DEVELOP AN ACTION PLAN WITH SENIOR MANAGEMENT TO ADDRESS THE ISSUE AND AGGRESSIVELY MONITOR THE PLAN AND TO ENSURE THAT ALL COMMUNICATION SUPPORTS THE SAME ACTION PLAN/STRATEGY
- TAKE THE MILDEST EFFECTIVE ACTION IF POSSIBLE
- DOCUMENT EVERYTHING IN DETAIL – TAKE PHOTOS (WITH DATES), CATALOGUE EMAIL CORRESPONDENCE, GATHER CONTRACT DOCUMENTS, DAILY REPORTS, MEETING MINUTES, ETC
- FOLLOW THROUGH ON ANY CORRESPONDENCE AND ALWAYS DO WHAT YOU SAY YOU WILL DO PROMPTLY TO ANY LETTER THAT FEELS LIKE IT COULD BECOME A CLAIM LETTER
- BE AS CLOSE TO PERFECT AS POSSIBLE IN SATISFYING ANY OBLIGATIONS TO AVOID ADDITIONAL CLAIMS AGAINST US
- BE HUMBLE, RESPECTFUL, COURTEOUS AND UNDERSTANDING – AVOID BEING BELLIGERENT OR VINDICTIVE

# Standard File Structure

Our standard file structure has been set up on Sharepoint to keep all project documents organized on a consistent basis.

Each main folder has one or multiple sub folders that mimic each facet of the project to keep each team member updated.

The folder set up is the same in Estimating as it is in Operations allowing anyone to find specific documents for any project at any time.



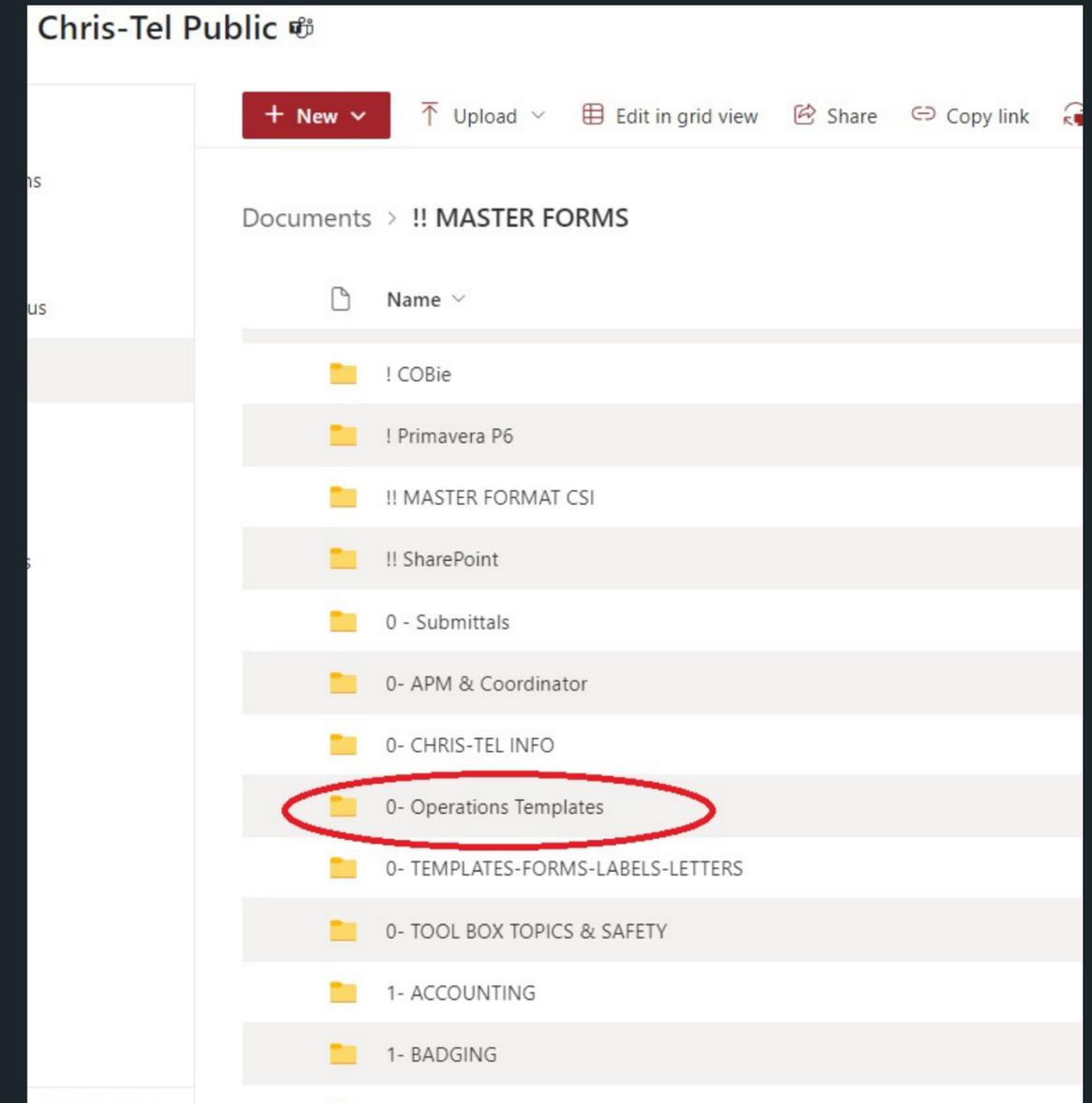
# Operations Templates

The MASTER FORMS folder in the Public Drive of Sharepoint contains all the Operations Template forms that we use (or should be using) for any Operations function.

The types of forms included are:

Change Order  
Delay Notice  
Three Week Look Ahead  
Buyout Log  
Contract Abstract  
T&M Ticket  
IOR  
OAC Meeting  
PMIS  
RFI Log  
Submittal Logs  
Contingency Adjustment

Subcontractor Prestart Agenda  
Master Subcontractor Agreement  
Subcontractor Agreement Rider  
Subcontractor Meeting Agenda  
Work Order Template  
Weekly Project Snapshot  
PO Template  
Project Filing System  
Project Number Request instructions  
Project Number Life Cycle  
Project Turnover Meeting  
Permit Forms



Documents - !! MASTER FORMS - 0- Operations Templates - Master Forms

# SCHEDULING

## What is a schedule?

- When is the project going to start?
- How long will it take?
- When will the project be finished (substantial and final)?

The documents may indicate the owner's time frame for the project, but in order to answer these questions, properly a schedule needs to be developed. The schedule indicates when the project will start and the major steps necessary to reach the end date.



## Why is scheduling important?

It is critical to have a plan. The schedule is your plan that describes how you will accomplish your goal of completing the project within the planned time frame; In addition to creating order from chaos the schedule will also:

- Forces project team to think through the details and sequences .
- Allows team to breakdown a complicated project into a series of definable and achievable goals.
- It serves as a critical tool of the overall risk management process
- It is the tool required to illustrate time related impacts, such as delay, acceleration, and disruption and is a must for time extension requests.

# SCHEDULING (CONT.)

## PLAN THE WORK

- Establish the Plan: If you don't know where you're going the best made map won't help you get there
- Identify Work Activities: Break down the goal into simpler more manageable work activities
- Estimate Durations: Determine how long it will take to complete activities
- Determine the Sequence: When must the individual activities happen in relation to each other

## WORK THE PLAN

- Review and Publish the Schedule: Review the plan with appropriate CTCC Staff to make sure you are on the right track in terms of sequencing and durations. Check with key subcontractors, suppliers for their feedback. Adjust the schedule based on the feedback.
- Communicate the Schedule: To be used as a management tool, it must be communicated to the team since the schedule establishes performance goals for each of them.
- Measure and Update the Schedule: Things happen. Owners make changes, approvals come late, subs may perform better or worse than expected, it may rain. Construction is dynamic and the schedule needs to reflect what is taking place to determine where you are going.

## RELATIONSHIPS

- Finish to Start (F-S) is the most popular for Critical Path Method (CPM). Simply put, the predecessor must be 100 percent complete before the successor activity starts (Rebar installed before concrete is placed).
- Start to Start (S-S) is less common. This states that the predecessor and successor can start simultaneously (mirrors and bathrooms accessories at the same time).
- Finish to Finish (F-F) Simply means that two or more activities should finish at the same time (Mechanical overhead rough-in and electrical overhead rough in completing on the same date).

# SCHEDULING (CONT.)

## KEY DEFINITIONS

The **Critical Path** is the path of activities through a CPM schedule that has the lowest float values. The critical path establishes the overall project duration.

**Float** is the amount of time an activity can slip before the end date is affected. This is the difference in the early start and finish and the late start and finish dates for a given activity. When a project is on schedule, or ahead of schedule, your critical float values may be zero or some positive number. Sometimes when you get behind schedule you get negative float.

**Baseline** (As-Planned Schedule) After reviewing your schedule with your team, you should establish your target schedule. Your target becomes your baseline schedule. As the job progresses and you perform updates the progress is measured against target. This will determine if you are on schedule, behind (and how many days), ahead (and by how many days).

**Calendar** A project schedule's calendar reflects the workdays in a week.

# STANDARDIZING MEETING MINUTES

## WHEN SHOULD I TAKE MEETING MINUTES?

- Meeting minutes are helpful to take at every meeting you attend whether internal or with a client/owner.
- They act as a record of what has been said or done during a meeting and can help with recall of dates and/or activities, task items, etc.
- Examples: Project Kick-Off/Preconstruction Meetings, OAC Meetings, Superintendent Coordination Meeting, Toolbox Topic Meetings, Interdepartmental Meetings, etc.

## WHAT SHOULD MEETING MINUTES CONSIST OF?

- An Agenda
- A Sign-in sheet or list of attendees
- Old and New Business, concerns, upcoming items, tasks for next meeting, etc

## WHY STANDARIZE OUR MEETING MINUTES?

- Creates a cohesive document for every project and consistency throughout the departments

## HOW ARE WE GOING TO STANDARDIZE THEM?

- This is a work in progress in Operations and Preconstruction
- Build has a template that can be customized and is being reviewed for ease of use and clarity
- CTC has hired a Construction Administrator that will assist in the standardization of meeting minutes AND other Operational Procedures



# OAC Meeting Agenda Topics

## 1. Safety

- a. Discuss any accidents, concerns or topics

## 2. Construction Updates

- a. Provide the Owner with updates on project progress and important items upcoming

## 3. Quality

- a. Understand any quality issues pertaining to workmanship, materials or deliverables

## 4. Designs/Permits

- a. Review any changes in design as well as all pending permit status

## 5. RFI's

- a. Discuss any open/pending RFI's needing answered

## 6. Submittals

- a. Discuss any pending items needing approval

## 7. Budget/Cost

- a. Review current budget, contingency and overall cost control on project

## 8. Pending Issues

- a. Deliveries, equipment, shutdowns, staffing, etc

## 9. Schedule

- a. Review current progress schedule, milestone dates and deliverables yet to be determined

# Approving Monthly Billings/Invoices

Reviewer: **AK** Andrea Klingensmith

Line Types: Job, Inventory, Expense, Equipment

Month: 05/22 Seq #: 198 20043-I

Grid	Info	Invoice Notes	Invoice Status					
Month	Seq#	Vendor	Vendor Name	AP Reference	Invoice Total	Reviewer Total	Hold Code	Optional
05/22	191	55	BATEMAN CONTRACTING,	21105-I-05	42,904.58	42,904.58		<input type="checkbox"/>
05/22	193	172	ACOUSTI ENGINEERING	20230-C-01	41,010.00	41,010.00		<input type="checkbox"/>
05/22	195	249	GFA INTERNATIONAL	00607856	450.00	450.00		<input type="checkbox"/>
05/22	198	249	GFA INTERNATIONAL	0607774	4,100.00	4,100.00		<input checked="" type="checkbox"/>
05/22	199	55	BATEMAN CONTRACTING,	21014-C-01	41,681.75	41,681.75		<input type="checkbox"/>
05/22	204	1176	Nemeth Air Conditioning,	21014-C-01	27,471.00	27,471.00		<input type="checkbox"/>
05/22	205	18	HOME DEPOT CREDIT	3523087	6.99	6.99		<input type="checkbox"/>

- 01 It is the responsibility of the Project Manager to approve the billing pertaining to their specific project(s)
- 02 This function is done every week and it is done through Vista
- 03 Each Project Manager will receive an email notification letting them know an approval is needed
- 04 The steps needed to approve include opening the invoice, check the subcontractors job costs for that month against the invoice, PO, PSA or Subcontract and approve by checking the "approve" boxes towards the right
- 05 The invoice then is approved in the system and the Owner is billed for the approved amount

HOWEVER... MISTAKES ARE INEVITABLE

# Tips to Avoid Mistakes or Errors

Reviewer: AK Andrea Kingensmith

Line Types: Job, Inventory, Expense, Equipment

Display All Reviewer Invoices

Display Invoices posted to a selected job

Month: 05/22 Seq #: 198 20043-I

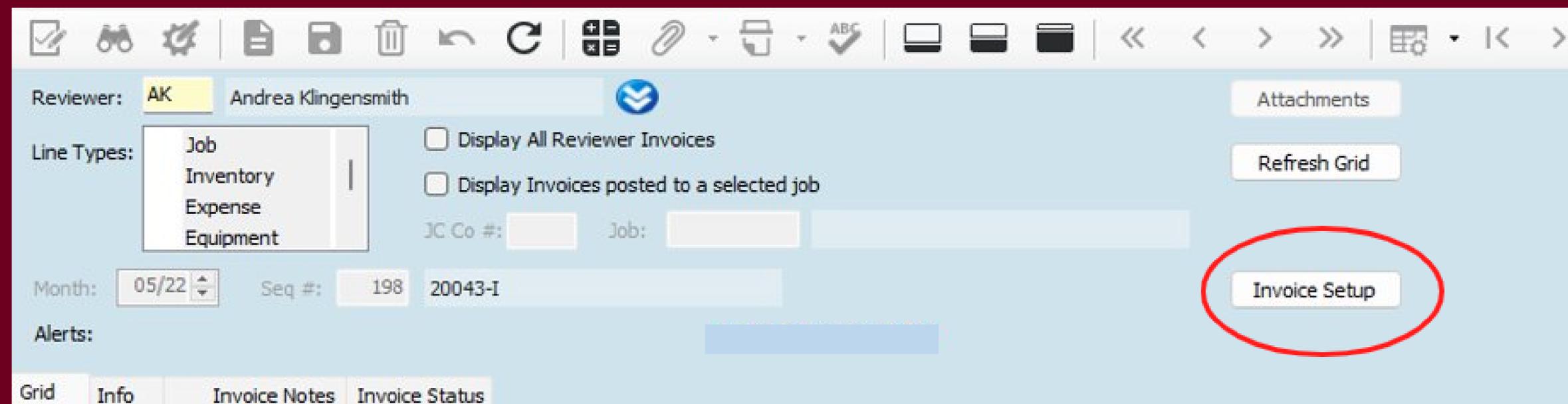
Alerts: Matching details in PO/SL

Month	Seq#	Vendor	Vendor Name	AP Reference	Invoice Total	Reviewer Total	Hold Code	Optional	Approved	Rejected	Reason
05/22	191	55	BATEMAN CONTRACTING,	21105-I-05	42,904.58	42,904.58		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
05/22	193	172	ACCUSTI ENGINEERING	20230-C-01	41,010.00	41,010.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
05/22	195	249	GFA INTERNATIONAL	00607856	450.00	450.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
05/22	198	249	GFA INTERNATIONAL	0607774	4,100.00	4,100.00		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
05/22	199	55	BATEMAN CONTRACTING,	21014-C-01	41,681.75	41,681.75		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
05/22	204	1176	Nemeth Air Conditioning,	21014-C-01	27,471.00	27,471.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
05/22	205	18	HOME DEPOT CREDIT	3523087	6.99	6.99		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

- Click through each subcontractor line and be sure the numbers match the invoice attached
- Check to be sure that your VENDOR is the correct one (i.e. GFA vs. Universal) and is tied to a contract/PSA/PO
- On the drop-down menu once a line item is selected, the PM should always choose "7 - SL" for the subcontractor amount. ("1 - Job" is only used for Home Depot and General Conditions) then hit the F4 Key to see a list of all jobs that particular vendor/subcontractor has with us
- PM will select the correct job number and verify that the amounts match for each sub/vendor on the list of that particular month's billing
- If the PM does not have numbers that match (transposed upon entry, too many zeroes, etc.), the system will alert you that the details don't match (see red text at top)
- If this occurs, you can fix the issue by opening the line item back up and editing the information

# Why is this Important?

- **We don't want to overpay or double bill our Owners for work performed by our subcontractors!**
- Every invoice that comes in NEEDS to be tied to either a subcontract, PSA or PO
- If your invoice is not attached to anything...an internal invoice can be set up in Vista for tracking. This prevents double billing/overbilling from occurring
- Hit the invoice setup button in top right of screen. A separate page will open in which you can create an internal invoice for that particular subcontractor's payment amount that month. Whoever the assigned APM is for that project can help with invoice setup



The screenshot shows a software interface with a top toolbar containing various icons. Below the toolbar, the 'Reviewer' is identified as 'AK' (Andrea Klingensmith). A 'Line Types' dropdown menu is open, showing options: Job, Inventory, Expense, and Equipment. To the right, there are two unchecked checkboxes: 'Display All Reviewer Invoices' and 'Display Invoices posted to a selected job'. Below these are input fields for 'JC Co #' and 'Job'. The 'Month' is set to '05/22', and the 'Seq #' is '198'. At the bottom, there are tabs for 'Grid', 'Info', 'Invoice Notes', and 'Invoice Status'. On the right side of the interface, there are three buttons: 'Attachments', 'Refresh Grid', and 'Invoice Setup'. The 'Invoice Setup' button is circled in red.

**\*\*If you have any questions on the process or specific details, please contact Andrea\*\***

# P.A.R.T. Safety Program

**P**REVENTING **A**CCIDENTS **R**EQUIRES **T**EAMWORK

- Internal Safety/Compliance Officer - Jaime Melendez
- OSHA 10 Training for every employee
- Fall Protection and HAZCOM
- Tool Box Topic Weekly meeting with subcontractors
- Safety Training incentives
- SHARP Consultant
- Required use of iAuditor
- Reporting and Trends Review
- Continuing Education
- Professional Training and Certification Programs
- Lower than Industry Average MOD Score (0.78)
- Zero Accident Culture
- Site Specific Procedures



# Hurricane Prep

- Perform a pre-storm walk through with the Owner AND photo document it
- ALL gate codes and padlocks need to be set to the same code on every project
- An extra job site trailer key must be kept onsite in a magnetic key box for easy access for any personnel after a storm
- Distribute a phone list/phone tree and understand where your staff will be during the storm for communication purposes
- Update emergency phone list of your job site subcontractors
- Establish an emergency response team:  
*(PM, Super, Electrical Sub, Plumbing Sub and Site Sub)*
- Inspect your trailer tie downs, dumpster tie downs and toilet tie downs
- Cancel any deliveries within three days of the anticipated storm date to eliminate any unnecessary debris onsite
- Secure your stockpiled materials
- Fill the fuel tanks of all onsite equipment and remove rental equipment





# Hurricane Prep (cont.)

- Remove any signage from perimeter fencing
- Inspect job site storm drains and arrange to get them cleaned out prior to the storm
- Determine when to demobilize the site
- Check all form work to ensure it is removed or reinforced and check all scaffolding
- Remove all valuable records, files and/or computers
- Remove all materials from roofs or unenclosed floors
- Remove any temporary construction signs
- Move large office equipment away from doors and windows
- Lock out/tag out all temporary power
- Have appropriate dewatering equipment and generators delivered to the job site prior to the storm

# Hurricane Post Storm

- Contact direct reports immediately after the storm to determine location and any issues/concerns staff may have with coming back to work
- PM/Super to evaluate and photo document job site for conditions and damages (bring any necessary tools needed for clean up i.e. chainsaw)
- Report any damages to HR/Risk Management immediately with photo documentation for claim process to begin
- Activate your emergency response team to mobilize on site
- Contact appropriate subcontractors to determine ability to mobilize on site
- Perform a debriefing with all CTC staff to ensure additional lessons learned for the next emergency or storm incident

# REQUESTING TIME AWAY FROM WORK

## Time away from work consists of the following:

- Vacation Pay
- Sick Pay
- Client Relations Offsite (CR)
- Time Away With Pay
- Time Away Without Pay (Personal Time)
- Covid-19 Time Away
- Work From Home (WFH)

Request For Time Away

First Name *	Last Name *
<input type="text"/>	<input type="text"/>
TYPE OF TIME AWAY *	APPROVING MANAGER *
MAKE SELECTION	MAKE SELECTION
FIRST DAY OF REQUEST *	DATE OF RETURN TO WORK *
mm/dd/yyyy	mm/dd/yyyy
Additional comments I.E. "Half Day", CR Details or other info.	
<input type="text"/>	
CAPTCHA	
<input type="checkbox"/> I'm not a robot	
<input type="button" value="SUBMIT"/>	

# REQUESTING TIME AWAY FROM WORK (CONT.)

The screenshot shows a web form for requesting time away from work. The form includes fields for 'First Name', 'Last Name', 'TYPE OF TIME AWAY', 'APPROVING MANAGER', and 'DATE OF RETURN TO WORK'. A red circle highlights the 'TYPE OF TIME AWAY' dropdown menu, which is open and shows the following options: 'MAKE SELECTION', 'VACATION PAY', 'SICK PAY', 'TIME AWAY WITH PAY', 'TIME AWAY WITHOUT PAY (PERSONAL)', 'COVID-19 TIME AWAY', 'CR (Client Relations) Off Site', and 'WFH (Work From Home)'. Below the dropdown is a CAPTCHA section with an 'I'm not a robot' checkbox and a reCAPTCHA logo. A red 'SUBMIT' button is at the bottom of the form.

See the Video Here:

P:\POLICY PROCEDURES\Final Video.mp4

## What Do I Do If I Want to Go on Vacation?

- On our website there is an Electronic Time Away form
- Fill out the form in full and submit. This form will be sent to HR for approval from your manager/supervisor
- If approved HR then includes your dates to be on vacation on the company calendar

## What Do I Do If I am Sick?

- **STAY HOME!**
- If you find you are not feeling well when you wake up, you should contact your approving manager/supervisor immediately to let him/her know you will not be in the office
- You must log onto the Employee Portal from your phone or laptop and fill out a Time Away form indicating sick pay

## What is CR Time?

- Client Relations Off-Site (CR) time is for an event or opportunity to be out of the office entertaining a client and/or participating in an event with a client (i.e. golf tournament, clay shoot, etc)

## What is Time Away Without Pay?

- Time Away Without Pay is Personal Time and is to be requested the same as vacation. You will NOT be paid for this time out of the office.

## PROGRESS GROWS OUT OF MOTION



2017 PROPEL AWARD WINNER: PROJECT COORDINATOR, SARAH FEAKINS, PICTURED WITH OWNER HOWARD WHEELER.

### Propel Award Winner

Each year, Chris-Tel Construction recognizes one individual from the firm as the recipient of the Propel Award. This award is given to an individual who embodies the characteristics of team attitude, work ethic, commitment and loyalty.

The Propel Award was established in order to recognize and honor one employee who drives Chris-Tel forward by means of a force. That force being their attitude, commitment, work ethic, ideas and hard work. The word Propel is defined as a verb meaning "to drive forward or onward by or as if by means of a force that imparts motion". The letters in the word stand for Performance, Resilience, Operational Excellence, Professionalism, Ethical Behavior and Loyalty.

The recipient is selected through a peer nomination format. Every employee nominates one person whom they feel encompasses the attributes of the Propel Award. The person with the most nominations from their peers is presented with the Propel Award paddle at our annual Holiday Party in December.

This year, the Propel Award was presented to Sarah Feakins, Project Coordinator. Sarah was recognized for her professionalism, positive attitude, willingness to help no matter the task, Sarah exemplifies the "team player" concept and will go above and beyond to help her coworkers and our clients. Since she started with the firm over three years ago, Sarah has continued to grow and prosper professionally. She is extremely knowledgeable and is always willing to learn new things. Sarah continues to move the company forward in everything that she does, and we couldn't be more excited about her future here at Chris-Tel.



PHOTO OF HOWARD WHEELER, COMMISSIONER BRIAN HAMMAN, MOLLY SCOTT, & STUART HOYER AT THE GROUND BREAKING CEREMONY.

### Chris-Tel Breaks Ground On Phase One Of The Choice Neighborhood Initiative

Congratulations to the Housing Authority of the City of Fort Myers for breaking ground on phase one of the Choice Neighborhood Initiative. Dozens of people gathered early last month to celebrate the momentous occasion including many City and housing officials.

Phase One of the project includes a 90-unit development in a vacant parking lot off Cleveland Avenue (US-41), four miles from the Southward Village housing community in Fort Myers.

The project is funded in part through a \$30 million Choice Neighborhood Initiative grant from the U.S. Department of Housing and Urban Development (HUD) and aims to transform the community into an equitable, desirable and proud neighborhood that meets the needs of all residents.

"Breaking ground on the Cleveland Avenue housing development is a monumental occasion as we mark the start of transformational change for the greater Dunbar community," said Marcia Davis, executive director of the Housing Authority of the City of Fort Myers. "We are thrilled to launch this community-wide initiative, and are thankful

for the many partners and supporters who join in our vision and who are making positive change possible for the people of Dunbar."

The project team for Phase One includes McCormack Baron Salazar, Parker M. Smith Architects, and Chris-Tel Construction.

It is estimated that Phase One of the Choice Neighborhood Initiative will be completed by Summer 2019, which will help support the launch of additional projects that will continue over several phases.

Chris-Tel is excited to be a partner on this project which will help transform the Dunbar community.



PHOTO TAKEN DURING THE GROUND BREAKING CEREMONY.



### Cogent Bank Celebrates New Naples Banking Center

Congratulations to Cogent Bank on the grand opening of their new Naples Banking Center. 100 people gathered at the Bank's new branch office late January to celebrate the completion of the tenant improvement project.

Working alongside Studio A.D. Architects, Chris-Tel completed the 5,000 square foot interior renovation project for Cogent Bank over the course of approximately 8 months.

Marty Mahan, EVP, Regional Banking Executive for Cogent Bank said "First and foremost I have never worked with a company as professional, responsive and efficient as Chris-Tel! In addition, the quality of the project is absolutely superior and we get tremendous comments from our clients and clients daily! I personally consider this project to be an absolute home run for not only Cogent SW but now represents the finest office that Cogent occupies in the entire state."

Many Chris-Tel Team members contributed to the success of this project including

# Employee Communications

## The Chris-Telegram

Bi-annual newsletter started in 2015 that celebrates firm milestones, community involvement, project status, new work, employee accomplishments and other general firm related news. This newsletter is shared on our social media platforms as well as via email with staff.

## The Chris-Tel Current

Bi-monthly newsletter started in 2017 and is sent only to internal staff. Includes new hire information, new work awarded, upcoming firm events, policy and process information or changes, community engagement events, HR related news, training opportunities and employee updates.

# Employee Recognition Program



## **PINNACLE PERFORMER AWARD**

The Pinnacle Performer Award was established in 2023. Each month, the Executive Leadership Team will recognize and reward an employee for going above and beyond. In addition to the coin, each Pinnacle Performer will receive a one-time \$50 monetary reward for their achievement which will be reflected in their paycheck.

## **THE PEOPLE'S CHOICE AWARD**

The People's Choice Award was established in 2023. Each month, all employees are able to nominate your peers for their hard work and dedication to the firm. All nominations will be anonymous and limited to one per employee. The People's Choice Award winner will receive their coin and a one-time \$100 monetary reward for their achievement which will be reflected in their paycheck.

# Employee Recognition Program

## P.R.O.P.E.L. AWARD

The PROPEL Award was established in 2018 in order to recognize and honor one employee who goes above and beyond all year in order to drive Chris-Tel forward, making our firm a better place to be. The recipient is nominated by their peers and is announced at the annual Holiday Party held in December.

**P:** Performance

**R:** Resiliency

**O:** Operational Excellence

**P:** Professionalism

**E:** Ethical Behavior

**L:** Loyalty



# What is an ESOP?

## Similar benefits to 401k and profit sharing plans

Company funded retirement plan

Tax deferred investments for employees



## But, it is also a company stock sale

ESOP invests primarily in your company's stock

Investments are directed by the board of directors

Employees then participate in company earnings and growth



# Cultivating an Owner Mindset

People with an ownership mindset tend to:

- Go the extra mile for the customer
- Be motivated to learn new things
- Have a passion for doing things right the first time
- Genuinely believe that their work is part of the company's big picture of success
- Want others to succeed
- Remain resilient; when they face setbacks, they don't stay helpless, they take action



When you're part of an ESOP company there is an added reason to adopt this way of thinking; it can increase your company's success and the wealth you accumulate in your retirement account.