

**AMENDMENT NO. # 1 TO AGREEMENT BETWEEN OWNER AND
CONSTRUCTION CONTRACTOR FOR MARATHON HIGH SCHOOL ATHLETIC
COMPLEX, ESTABLISHING A GUARANTEED MAXIMUM PRICE**

Pursuant to Sections 4B and 7A of the Agreement, dated August 1, 2018, between **The School Board of Monroe County, Florida** ("Owner") and **Ajax Building Corporation** ("Construction Contractor"), with respect to construction of the Owner's **Marathon High School Athletic Complex** ("Project"), the Owner and Construction Contractor hereby agree to amend and modify the Agreement by this Amendment and establish a Guaranteed Maximum Price and Contract Time for all the Work as set forth below:

ARTICLE 1

SCOPE OF WORK

The scope of the Work consists of a new baseball field, softball field, multi-purpose field, practice field, track, press box, concessions buildings and parking lot, in accordance with the Agreement, this Amendment and the other Contract Documents listed as Attachments 1 through 7 below, which are hereby incorporated into and made a part of the Amendment by this reference:

<u>Attachment</u>				
<u>No.</u>	<u>Description</u>		<u>Pages</u>	
1.	List of Drawings and Specifications	5	through	15
2.	Alternates Not Included in the GMP	16	through	16
3.	Allowances Included in the GMP	17	through	18
4.	Schedule of Values	19	through	22
5.	List of Itemized General Conditions	23	through	24
6.	Completion Schedule	25	through	35
7.	Clarifications	36	through	41

ARTICLE 2

GUARANTEED MAXIMUM PRICE

2.1 Construction Contractor's Guaranteed Maximum Price ("GMP") for the Work, including the estimated Cost of the Work as defined in Section 5 of the Agreement and Construction Contractor's Fee as defined in Section 4 of the Agreement, is (TWELVE MILLION ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED FIVE) dollars (\$12,111,505).

2.2 The GMP includes material that may be purchased directly by the Owner ("Owner Direct Purchases"). Construction Contractor will process deductive Change Orders under this Agreement for the actual amount of Owner Direct Purchases, inclusive of sales taxes. Prior to final payment, a final reconciliation of the Owner Direct Purchases against the GMP will be performed and such deductive Change Order will be prepared for the Owner's review and execution.

2.3 The Construction Contractor's Fee for the work associated with this Amendment is hereby established as a lump sum amount of (FIVE HUNDRED FIFTY FOUR THOUSAND SEVEN HUNDRED TWENTY FIVE) dollars (\$554,725), said lump sum amount is included within the above noted GMP.

2.4 Monthly installment payment of the Construction Contractor's Fee shall be based upon the percent complete of the Work for each particular month.

2.5 The General Condition expenses for the Work associated with this Amendment are hereby included as listed in the List of Itemized General Conditions attached hereto and incorporated herein as Attachment No. (5). Except as said not to exceed amount for General Condition expenses may be expressly adjusted by Change Order or Construction Change Directive, Construction Contractor acknowledges and agrees that Owner shall have no liability for any General Condition expenses beyond payment of the above noted amount and Construction Contractor agrees that it shall not be entitled to receive any additional compensation from Owner for the General Conditions beyond the above amount unless approved by Owner in writing. The General Conditions expenses shall be billed on an actual cost incurred basis for each particular month. The monthly pay application will be accompanied by the detailed backup for justification of the General Conditions expenses, and such application shall remain subject to the to the provisions of the governing Agreement including, but not limited to, paragraphs 4.9 and 10.1.

2.6 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work and are otherwise reimbursable without duplication as a Cost of the Work, but excluding all items that are to be reimbursed under the General Condition expense amount noted in paragraph 2.5 above, the parties have agreed to establish an Project Contingency Allowance of 3% within the GMP in a not-to-exceed amount of (THREE HUNDRED THIRTY SIX THOUSAND SIX HUNDRED FIVE) dollars (\$336,605). Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the construction documents. Construction Contractor shall not proceed with any portion of the Work which it intends to charge against this contingency without first obtaining Owner's express written authorization to proceed. The Construction Contractor acknowledges and agrees that any work which is to be charged against the contingency allowance that does not receive such prior written approval from the Owner shall be deemed to be part of Construction Contractor's basic Work compensated within the GMP and not chargeable against the Project Contingency Allowance. The Owner shall not unreasonably withhold approval of the use of the Project Contingency. Unused contingency remaining at the end of the job will be credited from the guaranteed maximum price. Construction Contractor has no entitlement to any portion of any unused contingency. Contractor shall prepare and submit to Owner a monthly report regarding contingency usage and consumption with supporting back up and documentation in a form acceptable to Owner. All contingency expenditures shall be subject to audit and review by Owner prior to issuing final payment.

2.7 The parties have agreed to establish allowances within the GMP for the items and amounts identified in attachment 2. Construction Contractor shall not proceed with any portion of the Work associated with the aforesaid allowance ("Allowance Work") without first obtaining Owner's express written authorization to proceed with said Allowance Work. Unused Allowance

Amounts remaining at the end of the job will be credited from the guaranteed maximum price. Construction Contractor has no entitlement to any portion of any unused allowances.

2.8 Construction Contractor recognizes that this Contract may include work for trench excavation in excess of five feet deep. Construction Contractor acknowledges the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Construction Contractor certifies that the required trench safety standards will be in effect during the period of construction of the Project and Construction Contractor agrees to comply with all such required trench safety standards.

ARTICLE 3

CONTRACT TIME

3.1 The Construction Phase Commencement Date for the Work is DECEMBER 19, 2018. The total period of time beginning with the Construction Phase Commencement Date through the date required for Substantial Completion of the Work is (TWO HUNDRED TWENTY SIX) (226) calendar days ("Contract Time"). THE SUBSTANTIAL COMPLETION DATE IS THEREFORE ESTABLISHED AS AUGUST 1, 2019.

3.2 Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Construction Contractor's responsibility to complete the Work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement shall be assessed from Construction Contractor for each calendar day Construction Contractor fails to achieve Substantial Completion for the Designated Work within the Contract Time.

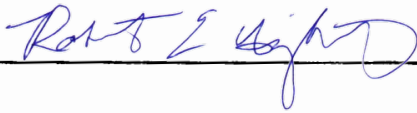
ARTICLE 4

MISCELLANEOUS

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Construction Contractor agree that the terms of this Amendment shall prevail and control.

OWNER:

The School Board of MONROE COUNTY,
FLORIDA, a body corporate

By: 

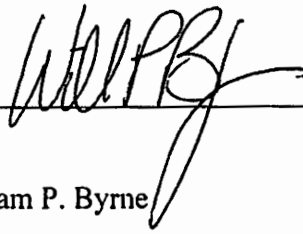
Bobby Highsmith, Chairman
The School Board of Monroe County, Florida

By: 

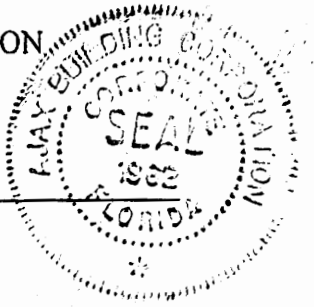
Mark T. Porter, Superintendent
The School Board of Monroe County, Florida

CONTRACTOR:

AJAX BUILDING CORPORATION

By: 

William P. Byrne
President



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