

**AMENDMENT NO. # 1 TO AGREEMENT BETWEEN OWNER AND
CONSTRUCTION CONTRACTOR FOR TRANSPORTATION / INTERNAL SERVICES
FACILITY, ESTABLISHING A
CONTAMINATED SOILS GUARANTEED MAXIMUM PRICE**

Pursuant to Sections 4B and 7A of the Agreement, dated June 28, 2018, date of agreement, between **The School Board of Monroe County, Florida** ("Owner") and **Ajax Building Corporation** ("Construction Contractor"), with respect to construction of the Owner's **Transportation / Internal Services Facility** ("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 removal of contaminated soils 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	6	through 6
2.	Alternates Included in the GMP	7	through 7
3.	Allowances Included in the GMP	8	through 8
4.	Schedule of Values	9	through 11
5.	List of Itemized General Conditions	12	through 13
6.	Completion Schedule	14	through 14
7.	Clarifications	15	through 18

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 and this Amendment for (FIVE HUNDRED FORTY THREE THOUSAND, NINE HUNDRED ONE) dollars (\$543,901.00) comprises a total of \$543,901.00.

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 (TWENTY FOUR THOUSAND, NINE HUNDRED THIRTEEN) dollars (\$24,913.00), 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.

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 a Project Contingency Allowance of 5% within the GMP in a not-to-exceed amount of (TWENTY FOUR THOUSAND, SEVEN HUNDRED FIFTEEN) dollars (\$24,715.00). 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 3. 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 Commencement Date for work in this Amendment No. 1 is May 31, 2019. The total period of time beginning with the Commencement Date through the date required for Substantial Completion of the Work is (THIRTY ONE) (31) calendar days ("Contract Time"). THE SUBSTANTIAL COMPLETION DATE IS THEREFORE ESTABLISHED AS JULY 1, 2019.

3.2 Pursuant to the 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 the 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.

The following terms of the Original Contract are hereby agreeably modified as follows:

1. **Section 4(A) and 4(B): Pre-Construction and Construction Phase Services:** The first sentence of Paragraph 4(A) is deleted and shall be replaced with the following:
 - "For all Pre-Construction and Construction Phase Services, including, but not limited to, providing value engineering services, reviewing Construction Documents for constructability, assisting and meeting with Design Professional during the various design phases, and preparing cost estimates, Construction Contractor shall receive the amount of \$103,322.00 as the total lump sum compensation for its Pre-Construction services."
 - "Notwithstanding anything to the contrary, Construction Contractor is not licensed as an architect, engineer, design profession, environmental engineer, or environmental

consultant, is not authorized by law to perform design services, and is not providing professional services, which constitute the practice of architecture or engineering. Accordingly, Construction Contractor will subcontract, in furtherance of this agreement, all professional services required for and arising from the remediation of contaminated soils, including an environmental consultant to generate the Health & Safety and Soil Management Plans as well as monitor the contaminated soils removal process (“Professional Services” or “Professional Services Provider”).”

- “Owner agrees that the liability of the Construction Contractor for any claims, damages, liability, errors, omissions, indemnity, warranty, professional malpractice, etc., arising from or relating to the Professional Services to be performed by a Professional Services Provider pursuant to the Contract, shall be limited to the sums paid pursuant to the policies provided by the Professional Services Provider (“Professional Services Policy”).”

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

Seal



Attachment 1

List of Drawings, Specifications, and Addendums

CONSTRUCTION DOCUMENTS - DRAWINGS

Not applicable.

CONSTRUCTION DOCUMENTS - SPECIFICATIONS

Not applicable.

OTHER DOCUMENTS

<u>Document Title</u>	<u>Issued By</u>	<u># Pages</u>	<u>Date Issued</u>
Phase I Environmental Site Assessment	EE&G Environmental Services, LLC	199	04/18/2017
Phase II Environmental Site Assessment	EE&G Environmental Services, LLC	101	05/10/2017
Groundwater Results Map	EE&G Environmental Services, LLC	1	06/05/2017
Report of Geotechnical Exploration	Nutting Engineers of Florida, Inc.	22	11/2018
Environmental Site-Specific Health & Safety Plan (HASP)	EE&G Environmental Services, LLC	21	03/2019
Soil Management Plan	EE&G Environmental Services, LL	16	03/2019
Addendum No. 1 to Report of Geotechnical Exploration	Nutting Engineers of Florida, Inc.	4	03/11/2019
Contaminated Soils GMP	Ajax Building Corporation	23	04/26/2019

ADDENDA ISSUED BY THE ARCHITECT/ENGINEER

Not applicable.

PRE-BID REQUESTS FOR INFORMATION (PRE-BID RFIs)

Not applicable.

BID PACKAGES AND BID PACKAGE ADDENDA

<u>BP No.</u>	<u>Description</u>	<u>Date</u>
BP 01.04	Environmental Engineering	03/29/19
BP 31.04	Environmental Earthwork	03/29/19
<u>BP Addenda</u>	<u>Description</u>	<u>Date</u>
BP 01.04	Addendum No. 01.04-1	04/12/19
BP 31.04	Addendum No. 31.04-1	04/12/19
(END OF BID PACKAGES AND BID PACKAGE ADDENDA)		

END OF ATTACHMENT 1

Attachment 2

List of Alternates

Not applicable.

END OF ALTERNATES

Attachment 3

Allowances

The following allowances are included in the Contaminated Soils GMP Proposal where a clear scope has not been defined by the Contaminated Soils GMP Documents or where the items require further research. These allowances are for the cost of work only and do not include costs for insurance, bonds, contingency, fee, etc.

It is understood that the Construction Manager's Contract will require adjustments by change order (either additive or deductive) for reconciling the difference between each of the below listed allowances and the actual costs and/or savings realized for each allowance.

<u>Proposal Item No.</u>	<u>Description</u>	<u>Allowance Amount</u>
31100.000	Additional Contaminated Soils Excavation Required After Initial Testing	\$25,750

END OF ALLOWANCE SCHEDULE

Attachment 4

Schedule of Values



Sort Sequences:

1. Sec
2. Major Item Code
3. Minor Item Code
4. Not Used

Estimate File: :201824 MCSD CONTAMINATED SOILS GMP.est - MCSD Transportation Facility

West FL
Estimator: CARLY ROHA
Primary Project Qty: 22387
Secondary Project Qty: 2 FLR
Estimate UM: Imper:

Report Includes Taxes & Insurance.

4:07:41PM

4/29/2019

Description	Quantity	Unit	Total
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Corporation !!!			
Sec BB BASE BID			
Major Item Code 01300.000 GENERAL CONDITIONS			
Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS			
Project Executive	6.00 WEEK	182.99	1,098
Operations Manager	6.00 WEEK	483.10	2,899
Operations Manager Vehicle Allowance	2.00 MO	60.00	120
General Superintendent	4.00 WEEK	483.10	1,932
General Superintendent Vehicle Allowance	1.00 MO	60.00	60
Project Superintendent	4.00 WEEK	2,965.00	11,860
Project Accountant	6.00 WEEK	175.67	1,054
Home Office Secretary	6.00 WEEK	219.59	1,318
Safety Manager/Inspector	4.00 WEEK	132.46	530
Total Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS			\$20,870
Total Major Item Code 01300.000 GENERAL CONDITIONS			\$20,870
Major Item Code 01300.300 GENERAL REQUIREMENTS			
Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION			
Airplane Tickets	1.00 EACH	650.00	650
Rental Car	1.00 DAYS	100.00	100
Meals	2.00 DAYS	50.00	100
Per Diem Expenses	1.00 MO	720.00	720
Motel/Hotel Rooms	2.00 DAYS	250.00	500
Rental House	1.00 MO	4,000.00	4,000
Meters/Tolls/Fees	1.00 MO	100.00	100
Total Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION			\$6,170
Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION			
Construction Schedule - P&E	2.00 MO	125.00	250
Data Processing	2.00 MO	150.00	300
Document Management & PM Controls Services	1.00 LS	533.00	533
Total Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION			\$1,083
Minor Item Code 01410.000 REGULATORY REQUIREMENTS			
Building Permits - NIC By Owner	1.00 NIC		
Environmental Permits - NIC By Owner	1.00 NIC		
Water System Service Charges - NIC By Owner	1.00 NIC		

Description	Quantity	Unit	\$	Total
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Corporation !!!				
Water Systems Tap Charges - NIC By Owner	1.00	NIC		
Sewer System Service Charges - NIC By Owner	1.00	NIC		
Sewer System Tap Charges - NIC By Owner	1.00	NIC		
Transportation Impact Fees - NIC By Owner	1.00	NIC		
Impact/Connection Fees - NIC By Owner	1.00	NIC		
Meter/Tap Fees - NIC By Owner	1.00	NIC		
Total Minor Item Code 01410.000				
REGULATORY REQUIREMENTS				
Minor Item Code 01420.000 SAFETY				
First Aid Supplies	1.00	EACH	50.00	50
Safety Jobsite Signs	5.00	EACH	53.50	268
Water, Ice, & Cups	1.00	MO	48.15	48
Total Minor Item Code 01420.000 SAFETY				\$366
Minor Item Code 01450.000 QUALITY CONTROL				
Laboratory Testing Allowance - NIC By Owner	1.00	NIC		
Total Minor Item Code 01450.000				
QUALITY CONTROL				
Minor Item Code 01500.000 TEMPORARY FACILITIES				
Project Office Supplies	1.00	MO	100.00	100
Jobsite Postage	1.00	MO	200.00	200
Jobsite Office Equipment	1.00	MO	200.00	200
Total Minor Item Code 01500.000				\$500
TEMPORARY FACILITIES				
Minor Item Code 01510.000 TEMPORARY UTILITIES				
Chemical Toilets	1.00	MO	250.00	250
Total Minor Item Code 01510.000				\$250
TEMPORARY UTILITIES				
Minor Item Code 01530.000 PROJECT COMMUNICATIONS				
Jobsite Communications	1.00	MO	250.00	250
Total Minor Item Code 01530.000				\$250
PROJECT COMMUNICATIONS				
Minor Item Code 01540.000 CONSTRUCTION TOOLS & EQUIPMENT				
Superintendent Pick-up Truck	1.00	MO	600.00	600
Fuel for Superintendent Pick-up Truck	1.00	MO	749.00	749
Total Minor Item Code 01540.000				\$1,349
CONSTRUCTION TOOLS & EQUIPMENT				
Minor Item Code 01720.000 CONSTRUCTION PREPARATION				
Purchase Drawings/Reproduction Cost	1.00	EACH	500.00	500
Total Minor Item Code 01720.000				\$500
CONSTRUCTION PREPARATION				
Minor Item Code 01740.000 PROJECT CLEANING				
Construction Clean-up	30.00	MINHR	25.00	750
Total Minor Item Code 01740.000				\$750
PROJECT CLEANING				
Total Major Item Code 01300.300 GENERAL REQUIREMENTS				\$11,218
Major Item Code 31000.000 SITEWORK				
Minor Item Code 31100.000 SITE CLEARING & EARTHWORK				
Bld Package 01.04 - Environmental Engineering	1.00	LS	76,246.00	76,246

Description	Quantity	Unit	\$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Corporation !!!				
Additional Contaminated Soils Excavation/Disposal Allowance	1.00	ALLW	25,750.00	25,750
Bld Package 31.04 - Environmental Earthwork	1.00	LS	351,798.00	351,798
Total Minor Item Code 31100.000 SITE CLEARING & EARTHWORK				\$453,794
Total Major Item Code 31000.000 SITEWORK				\$453,794
Major Item Code 36000.000 BONDS & INSURANCE				
Minor Item Code 36000.000 BONDS & INSURANCE				
Performance & Payment Bond	1.00	LS	3,529.00	3,529
General Liability Insurance	1.00	LS	4,862.00	4,862
Builder's Risk Insurance	1.00	NIC		
Total Minor Item Code 36000.000 BONDS & INSURANCE				\$8,391
Total Major Item Code 36000.000 BONDS & INSURANCE				\$8,391
Major Item Code 80000.000 CONTINGENCY				
Minor Item Code 80000.000 CONTINGENCY				
Contingency	1.00	LS	24,715.00	24,715
Total Minor Item Code 80000.000 CONTINGENCY				\$24,715
Total Major Item Code 80000.000 CONTINGENCY				\$24,715
Major Item Code 90000.000 OVERHEAD & FEE				
Minor Item Code 90000.000 OVERHEAD & FEE				
Construction Manager's Fee	1.00	LS	24,913.00	24,913
Total Minor Item Code 90000.000 OVERHEAD & FEE				\$24,913
Total Major Item Code 90000.000 OVERHEAD & FEE				\$24,913
Total Sec BB BASE BID				\$543,901

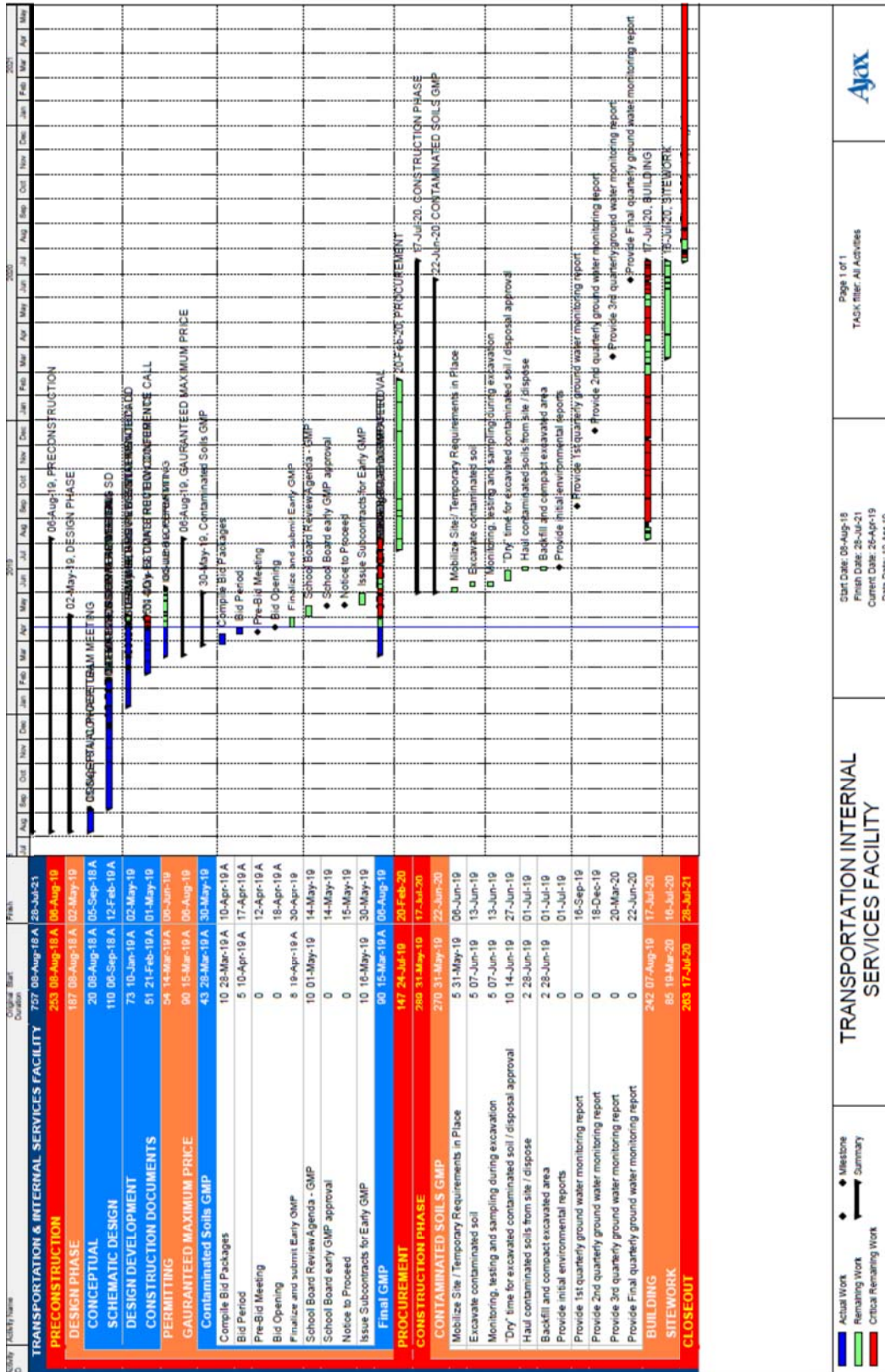
Attachment 5

Itemized General Condition Expenses

Major Item Code 01300.000 GENERAL CONDITIONS			
Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS			
Project Executive	6.00 WEEK	182.99	1,098
Operations Manager	6.00 WEEK	483.10	2,899
Operations Manager Vehicle Allowance	2.00 MO	60.00	120
General Superintendent	4.00 WEEK	483.10	1,932
General Superintendent Vehicle Allowance	1.00 MO	60.00	60
Project Superintendent	4.00 WEEK	2,965.00	11,860
Project Accountant	6.00 WEEK	175.67	1,054
Home Office Secretary	6.00 WEEK	219.59	1,318
Safety Manager/Inspector	4.00 WEEK	132.46	530
Total Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS			\$20,870
Total Major Item Code 01300.000 GENERAL CONDITIONS			\$20,870
Major Item Code 01300.300 GENERAL REQUIREMENTS			
Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION			
Airplane Tickets	1.00 EACH	650.00	650
Rental Car	1.00 DAYS	100.00	100
Meals	2.00 DAYS	50.00	100
Per Diem Expenses	1.00 MO	720.00	720
Motel/Hotel Rooms	2.00 DAYS	250.00	500
Rental House	1.00 MO	4,000.00	4,000
Meters/Tolls/Fees	1.00 MO	100.00	100
Total Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION			\$6,170
Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION			
Construction Schedule - P6	2.00 MO	125.00	250
Data Processing	2.00 MO	150.00	300
Document Management & PM Controls Services	1.00 LS	533.00	533
Total Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION			\$1,083
Minor Item Code 01410.000 REGULATORY REQUIREMENTS			
Building Permits - NIC By Owner	1.00 NIC		
Environmental Permits - NIC By Owner	1.00 NIC		
Water System Service Charges - NIC By Owner	1.00 NIC		

Water Systems Tap Charges - NIC By Owner	1.00 NIC		
Sewer System Service Charges - NIC By Owner	1.00 NIC		
Sewer System Tap Charges - NIC By Owner	1.00 NIC		
Transportation Impact Fees - NIC By Owner	1.00 NIC		
Impact/Connection Fees - NIC By Owner	1.00 NIC		
Meter/Tap Fees - NIC By Owner	1.00 NIC		
Total Minor Item Code 01410.000			
REGULATORY REQUIREMENTS			
Minor Item Code 01420.000 SAFETY			
First Aid Supplies	1.00 EACH	50.00	50
Safety Jobsite Signs	5.00 EACH	53.50	268
Water, Ice, & Cups	1.00 MO	48.15	48
Total Minor Item Code 01420.000 SAFETY			\$366
Minor Item Code 01450.000 QUALITY CONTROL			
Laboratory Testing Allowance - NIC By Owner	1.00 NIC		
Total Minor Item Code 01450.000			
QUALITY CONTROL			
Minor Item Code 01500.000 TEMPORARY FACILITIES			
Project Office Supplies	1.00 MO	100.00	100
Jobsite Postage	1.00 MO	200.00	200
Jobsite Office Equipment	1.00 MO	200.00	200
Total Minor Item Code 01500.000			\$500
TEMPORARY FACILITIES			
Minor Item Code 01510.000 TEMPORARY UTILITIES			
Chemical Toilets	1.00 MO	250.00	250
Total Minor Item Code 01510.000			\$250
TEMPORARY UTILITIES			
Minor Item Code 01530.000 PROJECT COMMUNICATIONS			
Jobsite Communications	1.00 MO	250.00	250
Total Minor Item Code 01530.000			\$250
PROJECT COMMUNICATIONS			
Minor Item Code 01540.000 CONSTRUCTION TOOLS & EQUIPMENT			
Superintendent Pick-up Truck	1.00 MO	600.00	600
Fuel for Superintendent Pick-up Truck	1.00 MO	749.00	749
Total Minor Item Code 01540.000			\$1,349
CONSTRUCTION TOOLS & EQUIPMENT			
Minor Item Code 01720.000 CONSTRUCTION PREPARATION			
Purchase Drawings/Reproduction Cost	1.00 EACH	500.00	500
Total Minor Item Code 01720.000			\$500
CONSTRUCTION PREPARATION			
Minor Item Code 01740.000 PROJECT CLEANING			
Construction Clean-up	30.00 MNHR	25.00	750
Total Minor Item Code 01740.000			\$750
PROJECT CLEANING			
Total Major Item Code 01300.300 GENERAL REQUIREMENTS			\$11,218

Completion Schedule



Attachment 7

Clarifications

Basis of the Contaminated Soils GMP

- This Contaminated Soils GMP Proposal has been prepared based on the documents listed in the List of Documents included in Section II of this report.
- It is understood that this Contaminated Soils GMP Proposal is only for the civil related Environmental Earthwork and Environmental Engineering packages. All other scopes of work shall be incorporated through an additional GMP Amendment to be developed at the completion of the 100% Documents.
- The sizes, quantities and descriptions indicated within the Contaminated Soils GMP Proposal are considered to be part of these clarifications, qualifications and assumptions.
- These qualifications, clarifications and assumptions are intended to supplement the Contaminated Soils GMP Proposal and the Contaminated Soils Documents, and are an attempt to inform the Owner of the Construction Manager's interpretation of the scope items which are included or excluded, and which may not be clearly shown or defined by environmental or soils reporting, specification, plan, elevation, detail, section, schedule, or schematic.
- The following terms of the Original Contract are hereby agreeably modified as follows:
- **Section 4(A) and 4(B): Pre-Construction and Construction Phase Services:** The first sentence of Paragraph 4(A) is deleted and shall be replaced with the following:
 - "For all Pre-Construction and Construction Phase Services, including, but not limited to, providing value engineering services, reviewing Construction Documents for constructability, assisting and meeting with Design Professional during the various design phases, and preparing cost estimates, Construction Contractor shall receive the amount of \$103,322.00 as the total lump sum compensation for its Pre-Construction services."
 - "Notwithstanding anything to the contrary, Construction Contractor is not licensed as an architect, engineer, design profession, environmental engineer, or environmental consultant, is not authorized by law to perform design services, and is not providing professional services, which constitute the practice of architecture or engineering. Accordingly, Construction Contractor will subcontract, in furtherance of this agreement, all professional services required for and arising from the remediation of contaminated soils, including an environmental consultant to generate the Health & Safety and Soil Management Plans as well as monitor the contaminated soils removal process ("Professional Services" or "Professional Services Provider")."
 - "Owner agrees that the liability of the Construction Contractor for any claims, damages, liability, errors, omissions, indemnity, warranty, professional malpractice, etc., arising from or relating to the Professional Services to be performed by a Professional Services Provider pursuant to the Contract, shall be limited to the sums paid pursuant to the policies provided by the Professional Services Provider ("Professional Services Policy")."

Scope of the GMP Proposal

- The scope of this Contaminated Soils GMP Proposal consists of the following:
 - The Construction Manager's general conditions & general requirements for six (6) weeks.
 - Environmental testing and reporting with the goal of gathering information necessary to secure a non-restricted deed for the property (as related to environmental concerns).

- Excavation, removal and backfilling, hauling, clean fill, backfill and compaction to remove the contaminated soils as identified on the Groundwater Results Map as prepared by EE&G Environmental Services, LLC dated 06/05/2017.

Division 01 – General Requirements

- Clarifications, qualifications and assumptions related to Division 01:
 - We have included the necessary jobsite supervision, mobile telephones, safety supplies, office equipment, office supplies, postage, and document production.
 - Labor burden is included at a fixed rate of 37.03% of actual labor costs.
 - We have not included jobsite office facility for construction personnel.
 - We have not included a jobsite office facility for the Owner, Architect, Engineer, or their representatives.
 - Temporary utility services (water, sewer and electric) and consumption are not required for this work and are not included.
 - Pursuant to Article 5.A.4.e of the Agreement, the costs for travel outside of Monroe County for Ajax Building Corporation personnel and all associated subsistence inclusive of this Contaminated Soils GMP are approved by the Owner as a reimbursable project cost.
 - Aerial photographs and project webcam are not included.
 - Article 29.5 of the base agreement Exhibit A does not apply to this project and any and all costs have been excluded.
 - All Building and Environmental permits are not included.
 - Project sign is NOT included.
 - Temporary jobsite fencing is NOT included. Existing chain link fence shall be used.
 - We have NOT included re-sodding areas disturbed by construction activities with seed as necessary to return those areas to their pre-excavation condition.
 - Costs related to Materials Testing for soil compaction for the fill material are not included and are to be paid by the Owner.
 - Jobsite cleanup and rubbish removal are included.
 - Silt fencing is included for areas where construction runoff and/or erosion may occur.
 - We have included costs for MIS Services related to the project. This includes software updates associated with Ajax standard software provided for cost management, computer operating systems, PDF software, word processing applications, and spreadsheet applications. This includes troubleshooting, virus management/remediation, malware/adware management/remediation, updates, and maintenance of these systems. This does not include services related to scheduling, document control, and Project Management Controls, which are provided via other applications noted below. This does not include service provider costs for internet/telephone, initial setup, wiring, or connections. The charge for this service shall be \$300.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
 - We have included costs for Scheduling Software, Updates, Maintenance, and Support within the GMP. The charge for this service shall be \$250.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
 - We have included costs for Document Management and Project Management Controls Services. These services will be provided via a cloud based platform that will allow direct access to all Construction personnel, including Owners, Architects, and Subcontractors. Services will include the ability to access/manage the information via mobile devices via the internet. Services included will be Plans and Specs Maintenance and distribution, RFI

Control, Submittal Control, Punch List Management, Daily Reports, along with other related functions inherent in the platform. The charge for this service shall be \$533.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.

- Performance and Payment Bonds are included.
- General Liability Insurance is included at a fixed rate of 0.89% of the total Contaminated Soils GMP.
- Costs for procuring Builder's Risk Insurance and all deductibles are not included and is to be provided by the Owner.
 - The Builder's Risk and General Liability Policies do not cover existing construction or existing building components; therefore, the Owner shall list Ajax Building Corporation as an additional insured on their Property Damage Policy or provide for a waiver of subrogation in Ajax Building Corporation's favor.
- Ajax may utilize a Subcontractor Default Insurance (SDI) program for some subcontractors as an alternative to Subcontractor Bonds. When SDI is used, the cost for SDI insurance coverage will be the same cost as the subcontractor's bond cost.
- A Contingency of 5% is included. Acceptable uses of this contingency include, but are not limited to, the following:
 - Buy-out of work not included in previously awarded bid packages.
 - Repair of damages caused by an unknown source or contractor (not including Builder's Risk claims).
 - To improve and/or accelerate the progress of the work.
 - To improve the conditions of the work.
 - For modification of the work resulting from an unknown ambiguity (not an error or omission) in the contract documents.
 - To increase and/or supplement staff as necessary to effectively manage the project.
 - To adjust the reimbursable general conditions in excess of the budget.
- Architectural and/or Engineering Fees are not included.
- The Construction Manager's lump sum Construction Phase Fee is included per Article 4.B of the Agreement as 4.8% of all costs within the GMP for \$24,913.00 and will be invoiced on a monthly basis to align with overall percentage completion of the work. This Fee is for CM overhead and profit and is exclusive of any labor costs as defined in Article 5.A.1, as those labor costs are a reimbursable cost to the project.

Environmental Engineering:

- Please refer to Bid Package 01.04 – Environmental Engineering and subsequent addenda.
- Environmental testing and reporting with the goal of gathering information necessary to secure a non-restricted deed for the property (as related to environmental concerns) is included as follows:
 - Organic Vapor Analyzer (OVA) testing and reporting.
 - Characterization of soils for purposes of disposal.
 - One (1) year of groundwater monitoring and quarterly reporting for the following:
 - Volatile Organic Compounds (VOCs)
 - Volatile Organic Aromatics (VOAs)
 - Volatile Organic Hydrocarbons (VOHs)
 - Polynuclear Aromatic Hydrocarbons (PAHs)
 - Total Petroleum Hydrocarbons (TPHs)

- It is assumed that one (1) deep 30' monitoring well and four (4) standard monitoring wells are sufficient to adequately monitor and report on groundwater.
- A site Vapor Assessment is included.
 - Three (3) temporary vapor wells are included.
- The following reports are also included:
 - Soil Assessment Report (SAR) in accordance with Chapter 62-780 of the Florida Administrative Code.
 - Remedial Action Plan (RAP) in accordance with Chapter 62-780 of the Florida Administrative Code.
- Two hundred (200) pounds of Oxygen Releasing Compound (ORC) pellets to be installed during backfilling activities are included.

Division 31 – Earthwork

- Clarifications, qualifications and assumptions related to Division 31:
 - Please refer to Bid Package 31.04 – Environmental Earthwork and subsequent addenda.
 - We include all labor, materials and equipment necessary to perform all excavation, removal and backfilling, hauling, clean fill, backfill and compaction to remove the contaminated soils as identified on the Groundwater Results Map as prepared by EE&G Environmental Services, LLC dated 06/05/2017.
 - Also included is rough grading so that the new grade from the excavation area matches existing grades of adjacent areas.
 - Any erosion / sedimentation control required in the performance of this work is included.
 - We include an allowance of \$25,750 for additional contaminated soils removal.
 - No other removal or replacement of unsuitable soil is included.

END OF CLARIFICATIONS