



Board Rationale

File #: 1920527

TITLE

Approve CMAR Contract with Ajax Building Company, LLC for Sugarloaf School Construction

BACKGROUND INFORMATION

In accordance with Florida requirements, RFQ 2020020 Construction Manager at Risk Sugarloaf School, went out to the public on February 26, 2020 via Demand Star. A total of 1078 vendors/suppliers were notified of the posting, there were 28 Planholders and 5 complete bid packages were received. On April 13, 2020 the Bid Review Committee reviewed and ranked the submitted responses. From that review, Ajax Building Company, LLC was the recommended firm. The selection committee chose to rank without formal interviews due to the number one ranked firm being unanimous. Negotiations began on April 14, 2020 and have resulted in the attached Construction Contract and Pre-Construction Fee Proposal.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: NTE \$188,168.00

Budget Coding: 0360-7400-630-0201-3326

Requisition Attached? Yes

CONTRACT INFORMATION

Contract with: Ajax Building Company, LLC

Contract value: NTE \$188,168.00

Budget coding: 0360-7400-630-0201-3326

Contract Purpose / Description: Sugarloaf School preconstruction services for planning and construction budgeting, value engineering, scheduling, sub-contractor bidding and award.

Contract Originator: Douglas Pryor, 53465, Planning/Construction

Board Meeting Date: May 19, 2020

RECOMMENDATION

Award RFQ 2020020 Construction Manager at Risk contract for Sugarloaf School to Ajax Building Company, LLC

STANDARD CONSTRUCTION MANAGEMENT CONTRACT

BETWEEN THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA

AND

AJAX BUILDING COMPANY, LLC

FOR

SUGARLOAF SCHOOL

DATE: 5/5/2020

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EXHIBITS

Exhibit A:	General Terms and Conditions
Exhibit B:	Supplemental Terms and Conditions
Exhibit C:	Insurance Requirements
Exhibit D:	Master Project Schedule
Exhibit E:	Construction Contractor's Staffing Schedule
Exhibit F:	Truth-In-Negotiation Certificate

CONSTRUCTION MANAGEMENT AGREEMENT

THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA a body corporate existing under the laws of the State of Florida ("Owner"), hereby contracts with Ajax Building Company, LLC ("Construction Contractor"), a Florida corporation, to perform all work ("Work") in connection with the management and construction of Sugarloaf School ("Project"), located in Monroe County, Florida said Work being set forth in the plans and specifications being prepared by Harvard Jolly, Architect and/or Engineer of Record ("Design Professional"), and all other Contract Documents hereafter specified and having an estimated construction cost of dollars TBD ("Construction Budget").

Owner and Construction Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 8 hereof, and any duly executed and issued addenda, Change Orders, Construction Change Directives, Field Orders and amendments relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project ("Construction Documents") being prepared by Design Professional, but only after said Construction Documents have been completed by Design Professional and approved in writing by Owner. All of the foregoing Contract Documents are sometimes referred to herein as the "Contract".

B. Owner shall furnish Construction Contractor with one (1) sealed copy and one (1) reproducible set of the Construction Documents. Any additional copies of Construction Documents, required by Construction Contractor for execution of the Work, shall be made by Construction Contractor from its reproducible set. The reproducible set of the Construction Documents shall be returned to Owner upon final acceptance of the Work or termination of the Contract, whichever occurs first. Provided, however, Owner is furnishing Construction Contractor a reproducible set of Construction Documents for Construction Contractor's convenience and such furnishing by Owner shall not be deemed to be a waiver by Owner or Design Professional of any copyright, patent or license they may have with respect to the Construction Document. All such copyrights, patents and licenses hereby being expressly reserved by Owner and Design Professional.

Section 2. Scope of Work

The Work to be provided by Construction Contractor pursuant to this Contract shall be performed essentially in two phases, with those phases being Pre-Construction Phase Services and Construction Phase Services. At the discretion of Owner, those two phases may overlap.

A. **Pre-Construction Phase Services.** Construction Contractor shall review and comment upon the Construction Documents being developed by Design Professional. The scope of that review shall include, but not be limited to, reviewing those various documents for value engineering and constructability. As the Construction Documents are developed by Design Professional through the various design phases set forth in the Design Professional Services Agreement between Design Professional and Owner ("Design Agreement"), Construction Contractor shall provide Owner with detailed construction cost estimates with respect to those documents. Construction Contractor agrees to attend any and all design and preconstruction conferences and to otherwise assist and cooperate with Design Professional with respect to the design of the Project. Construction Contractor shall provide all other services during the Pre-Construction Phase of the Project as set forth in the Contract Documents.

B. **Construction Phase Services.** After the Construction Documents have been sufficiently completed by Design Professional and approved by Owner for all of the Work (or such portions thereof as may be designated by Owner in writing), and Owner and Construction Contractor have agreed in writing upon the guaranteed maximum price to be paid Construction Contractor and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Contractor shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully performed and completed in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Contract Documents. Notwithstanding anything herein to the contrary, as and to the extent expressly directed and authorized by Owner in writing, Construction Contractor shall commence to construct those portions of the Work designated by Owner even though the guaranteed maximum price (GMP) and/or Contract Time for the entire Work has not yet been agreed to by the parties, so long as they have agreed in writing upon the compensation to be paid Construction Contractor and the performance time for such portion of the Work.

Section 3. Relationship of Parties

A. Construction Contractor accepts the relationship of trust and confidence established by this Agreement. Construction Contractor covenants with Owner to cooperate with Design Professional; to utilize Construction Contractor's best skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner. Further, Construction Contractor acknowledges that (i) it has represented to Owner that it has specific expertise in the planning, management and construction of school facilities and (ii) that such representation is a material inducement to Owner to enter into this Contract.

B. Wherever the terms of this Contract refer to some action, consent, or approval to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner, Owner's staff, or Owner's designee (to the extent such staff or designee has been expressly authorized by Owner in writing), unless otherwise stated herein.

C. Owner may utilize the services of a Program Manager to assist it with the management of the design and construction of the Project. In the event Owner does utilize the services of a Program Manager with respect to this Project, Owner shall notify Construction Contractor in writing of such decision and the Program Manager shall be deemed to be an Owner designee as referenced in Paragraph B above. Further, to the extent Construction Contractor is required to name Owner as an additional insured under any insurance policy to be maintained by Construction Contractor pursuant to the terms of the Contract Documents, Construction Contractor shall cause the Program Manager to also be named as an additional insured party under all such policies. If so designated for this Project, Program Manager shall be Owner's representative with respect to the Project, with authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Work. However, except as may be otherwise expressly authorized in writing by Owner, the Program Manager is not authorized on behalf of Owner to issue any verbal or written orders or instructions to Construction Contractor that would have the effect, or be interpreted to have the effect, of amending or modifying the terms or conditions of the Contract Documents or modifying or amending in any way whatever the: (1) scope or quality of Work to be performed and provided by Construction Contractor as set forth in the Contract Document; (2) the time within which Construction Contractor is obligated to complete the Work; or (3) the amount of compensation Owner is obligated or committed to pay Construction Contractor as set forth in the Contract Documents.

D. Construction Contractor hereby designates Marshall Quarles as its Project Manager, with full authority to

bind and obligate Construction Contractor on all matters arising out of or relating to the Work or the Contract Documents. Construction Contractor agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the Work and further agrees that the Project Manager shall not be removed or replaced by Construction Contractor without Owner's prior approval, which approval shall not be unreasonably withheld.

Section 4. Contract Amount

In consideration of the full and faithful performance by Construction Contractor of the covenants in this Contract, Owner agrees to pay, or cause to be paid, to Construction Contractor the following amounts (herein "Contract Amount"), in accordance with the terms of this Contract:

A. **Pre-Construction Phase Services.** For all Pre-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 not-to-exceed amount of Dollars \$188,168 as the total lump sum compensation for its services. See Pre-Construction proposal for breakdown of expenses. Monthly installment payment of the total lump sum compensation shall be based upon the percent completion of the designated portion of the Pre-Construction Services for each particular month and Owner's receipt of Construction Contractor's written invoice for such payment, said invoice to be in a form reasonably acceptable to Owner. The final invoice shall not be submitted until either (i) the GMP Amendment is executed for the entire Work, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate this Contract as provided in section 4.B hereafter, whichever occurs first.

B. **Construction Phase.** With respect to the Construction Phase Services to be provided by Construction Contractor hereunder, Owner shall reimburse Construction Contractor for the Cost of the Work (as that term is defined hereafter), and pay Construction Contractor a Construction Management Fee for the entire Work in the fixed amount of Dollars (TBD @ 4.8% of GMP). The Construction Management Fee shall be Construction Contractor's total compensation for all overhead not reimbursable as Cost of the Work under Section 5.A. below, as well as Construction Contractor's total profit for Construction Phase Services. Construction Contractor agrees to provide Owner with a guaranteed maximum price proposal for the total sum of the Construction Management Fee plus the Cost of the Work within 60 days after the Construction Documents in Owner's opinion are sufficiently completed by Design Professional and approved in writing by Owner. The guaranteed maximum price proposal shall be based upon the previous cost estimates provided by Construction Contractor as required hereunder. Further, the proposal shall be broken down into the categories and level of detail required by Owner. Construction Contractor agrees that all of its books, records and files, with respect to its development of the guaranteed maximum price proposal, shall be open to Owner for review and copying. The final guaranteed maximum price shall be mutually agreed upon by Owner and Construction Contractor and shall be set forth in the GMP Amendment. Construction Contractor shall provide a detailed breakdown acceptable to Owner of its guaranteed maximum price proposal. For each line item in the GMP, Construction Contractor shall record on the Schedule of Values all variances and deviations between the bid amount originally submitted for that line item and the final line item price incorporated into the GMP. At the time of the submission of the Final Pay Application, the Construction Manager will provide to the Owner or its representative a reconciliation of the final job cost detail for the project to the final Schedule of Values by line item. Construction Contractor guarantees that in no event shall the Construction Management Fee and the total Cost of the Work exceed the GMP, as the GMP may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives. In the event Construction Contractor and Owner fail to reach an agreement on the GMP, Owner may elect to terminate this Contract. In the event of any such termination, Construction Contractor shall be entitled to receive that portion of the Contract Amount attributable to the Pre-Construction Phase Services earned through the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Construction Contractor shall not be entitled

to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed.

Section 5. Cost of the Work

A. **Costs to be Reimbursed.** The term Cost of the Work shall mean all costs necessarily and reasonably incurred by Construction Contractor in the proper performance of the Construction Phase Services portion of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of Owner only after Construction Contractor has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection A:

1. Labor Costs.

a. Wages of construction workers directly employed by Construction Contractor to perform the construction of the Work at the Project site or, with Owner's written agreement, at off-site workshops. Costs to be reimbursed will be the actual wages paid to the individuals performing the work.

b. Wages or salaries of Construction Contractor's supervisory and administrative personnel whether stationed at the Project site or offsite, but only for that portion of their time required for the Work and only with Owner's written agreement.

c. Wages and salaries of Construction Contractor's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with Owner's written agreement as in subsection A.1.b above.

d. The parties hereby establish a maximum (not to exceed) markup rate of (44.86%) for all labor burden, including all taxes, insurance, contributions, assessments and benefits required by law and collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such markup is to apply only upon those wages and salaries included in the Cost of the Work under subsections A.1.a through A.1.c above, at the actual rates for the markup up to the maximum established herein. Actual rates for the markup shall be determined and agreed to at the time the GMP is established. Items that will not be reimbursed through the labor burden include training, bonuses and administration costs.

2. Subcontract Costs. Payments made by Construction Contractor to subcontractors in accordance with the requirements of the applicable written subcontracts.

3. Cost of Materials and Equipment Incorporated into the Completed Construction.

a. Costs, including transportation, IT equipment/hardware, project specific software, of materials and equipment incorporated or to be incorporated in the completed construction.

b. Costs of materials described in subsection A.3.a, above, in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to Owner at the completion of the Work or, at Owner's option, shall be sold by Construction Contractor; amounts realized, if any, from such sales, shall be credited to Owner as a deduction from the Costs of the Work.

4. Costs of other materials and equipment, temporary facilities and related items

- a. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Contractor at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Contractor.
- b. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Contractor at the Project site, whether rented from Construction Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Contractor or others, shall be subject to Owner's prior written approval.
- c. Cost of removal and proper disposal of debris from the Project site.
- d. Reproduction costs, costs of telegrams, long distance telephone calls, postage and parcel delivery charges and telephone service at the Project site and reasonable petty cash expenses of the Project site office.
- e. That portion of the reasonable travel and subsistence expenses of Construction Contractor's personnel assigned to the Project site, incurred while traveling outside of the Monroe County metropolitan area in discharge of duties connected with the Work, provided all of such expenses and charges shall be subject to the prior written approval of Owner. Any expenses not approved by the Owner prior to the travel will not be compensated. Provide detailed description of all travel requests.

5. Miscellaneous Costs.

- a. That portion of any separate premiums for (i) bonds directly attributable to this Contract and (ii) any additional insurance coverages which are purchased by Construction Contractor, with Owner's prior written approval, beyond the level of coverage specified herein. Any self-insured coverages must be disclosed and all methods of determining costs to the Owner shall also be disclosed. Construction Contractor's base insurance shall be a cost of work for the project at 0.89% of the GMP.
- b. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which Construction Contractor is liable.
- c. Fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Contractor is required by the Contract Documents to pay.
- d. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Contract.
- e. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

- f. Deposits lost for causes other than Construction Contractor's fault or negligence.
 - g. Legal, mediation and arbitration costs, other than those arising from disputes between Owner and Construction Contractor, reasonably incurred by Construction Contractor in performance of the Work and with Owner's prior written consent, said consent to be given or denied in Owner's sole discretion.
 - h. Repair to damaged or non-conforming work that was not caused by the negligence of Ajax Building Corporation or its Subcontractors shall be considered cost of work and shall be reimbursed in accordance with Exhibit A, Section 12.
6. Other Costs. Other costs incurred in the proper performance of the Work in accordance with the Construction Documents if and to the extent approved in advance in writing by Owner.

B. Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items:

Salaries and other compensation of Construction Contractor's personnel stationed at Construction Contractor's principal office or offices other than the Project site office, except as otherwise provided in subsection A.1.b above.

- 2. Expenses of Construction Contractor's principal office and offices other than the Project site office.
- 3. Overhead and general expenses, except as may be expressly included in subsection A above.
- 4. Construction Contractor's capital expenses, including interest on Construction Contractor's capital employed for the Work.
- 5. Rental costs of machinery and equipment, except as specifically provided in subsection A.4.b above.
- 6. Costs due to the fault or negligence of Construction Contractor, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.
- 7. Any costs not specifically and expressly described in subsection A above.
- 8. Costs which would cause the GMP to be exceeded (as the GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directive).

Any costs associated with the rental expense of IT equipment that would exceed the normal purchase costs of such item will not be reimbursable. IT non-reimbursable items will include but not limited to: general/accounting software, email, licenses, operating systems, IT support, etc. Any Warranty costs that exceed the specified warranty listed in the contract documents will not be reimbursed. Costs of equipment necessary to establish server connections to home office, scheduling software and to provide wireless capabilities for all team members use on-site are not considered in this item, but shall be considered cost of work to be reimbursed.

C. Discounts, Rebates and Refunds.

1. Cash discounts obtained on payments made by Construction Contractor shall accrue to Owner if (i) before making the payment, Construction Contractor included them in an application for payment and received payment therefore from Owner, or (ii) Owner has deposited funds with Construction Contractor with which to make payments; otherwise, cash discounts shall accrue to Construction Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to Owner, and Construction Contractor shall make provisions so that they can be secured.
2. Amounts which accrued to Owner in accordance with the provisions of subsection C.1. above shall be credited to Owner as a deduction from the Cost of the Work.

Section 6. Bonds

A. Within ten (10) business days of acceptance of the GMP Proposal by Owner and Construction Contractor (unless a later submittal is expressly approved in writing by Owner), Construction Contractor shall provide Owner with Performance and Payment Bonds in the amount of 100% of the total sum of the Owner's Construction Budget for the work as set for in the preamble of this agreement, the costs of which are to be paid by Construction Contractor. The Performance and Payment Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

1. The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the bond is issued.
5. The Bonds must be fully performable in Florida, with service and venue in Monroe County, Florida.
6. The Construction Manager may opt to require performance or payment bonds from any subcontractor. The cost of such bonds shall only be included in the Cost of the Work on those subcontracts whose value is in excess of \$50,000.00. Any other subcontractor bonds shall not be considered a Cost of the Work and, hence shall not be reimbursable by the Owner to the Construction Manager. Although Ajax Building Company, LLC's typical threshold for bonding is \$50,000.00, Ajax Building Company, LLC may also elect to bond work regardless of the contract value, for envelope trades, hazardous material removal and MEP trades. Any subcontract below the \$50,000.00 threshold that Ajax Building Company, LLC has elected to bond shall be identified and presented to the Owner with an appropriate explanation.
7. If the GMP exceeds \$500,000.00, the surety company shall also comply with the following provisions:
 - a. The surety company shall have at least the following minimum ratings in the latest issue of Best's Key Rating Guide:

CONTRACT	POLICYHOLDER'S RATING	REQUIRED FINANCIAL RATING
\$ 500,000 to 1,000,000	A	CLASS IV
1,000,000 to 2,500,000	A	CLASS V
2,500,000 to 5,000,000	A	CLASS VI
5,000,000 to 10,000,000	A	CLASS VII
10,000,000 to 25,000,000	A	CLASS VIII
25,000,000 to 50,000,000	A	CLASS IX
50,000,000 to 75,000,000	A	CLASS X

b. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

(1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section, these minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

(2) In the case of a surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any surety deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

- B. If the surety for any bond furnished by Construction Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Construction Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and Owner's approval.
- C. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, Construction Contractor shall record within 5 days in the Public Records of Monroe County, Florida, a copy of the Performance and Payment Bonds. Construction Contractor shall deliver within 10 days to Owner evidence, reasonably acceptable to Owner, of the recording of said Bonds. The delivery of such evidence is a condition precedent to Owner's obligation to make any progress payments to Construction Contractor hereunder.
- D. Upon establishment of the GMP, the dollar amount of coverage provided by the bond shall be adjusted to an amount not less than the GMP, and shall be adjusted thereafter as the GMP is adjusted by change orders other than those associated with Owner Direct Purchase. In the event of a decrease in required bond coverage, the Owner shall be entitled to a credit of the applicable bond premium.

Section 7. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Contract. Contractor shall commence the Pre-Construction Phase Services portion of the Work within five (5) calendar days after execution of this agreement, unless a later date for commencement of Pre-Construction Phase Services is established in writing by the

Owner. Any Work performed by Construction Contractor prior to execution of this agreement shall be at the sole risk of Construction Contractor. The "Construction Phase Commencement Date" shall be established in the GMP Amendment. Construction Contractor shall commence the Construction Phase Services portion of the Work within five (5) calendar days after the Construction Phase Commencement Date. No portion of the Work, with respect to the Construction Phase Services to be provided hereunder, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by Owner in writing. No work will be reimbursed prior to the Notice-to-Proceed being issued. The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time". The Contract Time is set forth with more specificity in Paragraph B below.

B. Because the Work is to be completed in two phases, the timely completion of the first phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, Construction Contractor agrees to provide the Pre-Construction Phase Services in accordance with the Master Project Schedule included at Exhibit D. With respect to the Construction Phase Services, the GMP Amendment shall include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by Construction Contractor. That Substantial Completion date shall be established in terms of calendar days after the Construction Phase Commencement Date. In the event Construction Contractor and Owner fail to reach an agreement on the Contract Time and the Substantial Completion date, Owner may elect to terminate this Contract. In the event of any such termination, Construction Contractor shall be entitled to receive that portion of the Contract Amount attributable to the Pre-Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Construction Contractor shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy or utilize the Work for its intended purpose, and the Design Professional shall certify the date Substantial Completion of the Work is achieved. If Owner has designated portions of the Work to be turned over to Owner prior to Substantial Completion of the entire Work, Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within 45 calendar days after the Substantial Completion date, or within 45 calendar days after Construction Contractor's receipt of the punch list, whichever date occurs last.

C. Owner and Construction Contractor recognize that, since time is of the essence for this Contract, Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed or finally accepted within the times specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable education to the public, in Monroe County, Florida. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Construction Contractor, if Construction Contractor fails to achieve Substantial Completion of the Work or portions thereof designated for earlier completion within the required time periods. Should Construction Contractor fail to substantially complete the Work or portions thereof designated for earlier completion within the required time periods, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, \$1000 dollars per site for each calendar day thereafter until Substantial Completion of the work or designated portion is achieved. Additionally, should any classrooms be unsuitable for occupancy on a student day as established by the student calendars available on the Owner's website, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, \$250 dollars per classroom for each student day for which occupancy is precluded. Should Construction Contractor fail to satisfy all requirements for final acceptance of the Work as described in Paragraph 22.2 of Exhibit A herein within the required time period, Owner shall be entitled to assess, as liquidated

damages, but not as a penalty, five hundred dollars \$500 for each calendar day thereafter until the final acceptance requirements are met. Construction Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Construction Contractor fails to substantially complete the Work in a timely manner.

D. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

Section 8. Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Supplemental Terms and Conditions
- Exhibit C: Insurance Requirements
- Exhibit D: Master Project Schedule
- Exhibit E: Construction Contractor's Staffing Schedule
- Exhibit F: Truth-In-Negotiation Certificate

Section 9. Notices

A. All notices required or made pursuant to this Contract by Construction Contractor to Owner shall be in writing and may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, (iii) by hand delivery to the appropriate address as herein provided, or (iv) by telecopy with confirmation copy to be mailed. Notices required hereunder shall be directed to the following address:

Monroe County Public Schools
ATTN: Construction Department, Douglas Pryor, 1310 United Street, Key West, FL 33040

B. All notices required or made pursuant to this Contract by Owner to Construction Contractor shall be made in writing and may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, (iii) by hand delivery to the appropriate address as herein provided, or (iv) by telecopy with confirmation copy to be mailed. Notices required hereunder shall be directed to the following address:

Ajax Building Company, LLC.
109 Commerce Blvd.
Oldsmar, Florida 34677
Attn: William P. Byrne

- C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 10. Modification

No modification or amendment to the Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 11. Successors and Assigns

Subject to other provisions hereof, the Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Contract.

Section 12. Governing Law and Venue

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida. The Parties expressly covenant and agree that jurisdiction and venue for any claim or dispute arising out of or relating in any way to this agreement shall lie in the appropriate court for the 16th Judicial Circuit, in and for Monroe County, Florida

Section 13. No Waiver

The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 14. Entire Agreement

Each of the parties hereto agrees and represents that the Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Contract. This agreement shall also supersede and nullify all terms and conditions of purchase orders issued in conjunction with this agreement to facilitate OWNER processing of payments.

Section 15. Severability

Should any provision of the Contract be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 16. Construction

Unless the context of this Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Contract and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

OWNER:

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

By: Mindy Conn

Mindy Conn, Chair
The School Board of Monroe County, Florida

By: Mark T. Porter

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



CONTRACTOR:

Ajax Building Company, LLC.

By: William P. Byrne

Print Name: William P. Byrne

Title: President



[SEAL]

EXHIBIT A
GENERAL TERMS AND CONDITIONS

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1. INTENT OF CONTRACT DOCUMENTS

1.1 It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein. Provided, however, in the event the standard specification, manual, code, law or regulation is changed after the GMP Amendment has been executed by the parties, Construction Contractor shall be entitled to a Change Order equitably adjusting the Contract Amount and/or Contract Time to the extent such change materially impacts the Contract Time and/or Contract Amount.

1.2 If during the performance of the Work Construction Contractor discovers a conflict, error or discrepancy in the Contract Documents, Construction Contractor immediately shall report same to Design Professional in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Design Professional. Prior to commencing each portion of the Work, Construction Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Construction Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Construction Contractor, for the purpose of identifying and bringing to Owner's attention all conflicts or discrepancies with the Contract Documents.

1.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Construction Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon Construction Contractor, as determined by Owner. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES

2.1 Construction Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, legal disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Construction Contractor to acquaint itself with any applicable conditions shall not relieve Construction Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Construction Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Construction Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Construction Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Construction Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

2.3 If during the performance of the Work, Construction Contractor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Construction Contractor is legally liable, causes a disruption to any Utilities service to other facilities or customers within the Project area, Construction Contractor shall take all actions necessary and required to immediately restore such Utilities service. If Construction Contractor fails to take such immediate actions Owner shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by Owner as a result thereof shall be reimbursed to Owner by Construction Contractor within five (5) business days of written demand for same from Owner.

3. SCHEDULE.

3.1 Owner shall provide an overall milestone schedule for the Project. (Master Project Schedule, included at Exhibit D). The Master Project Schedule may be updated from time to time as required by the Owner.

3.2 Construction Contractor shall prepare and provide the various schedules set forth in Exhibit B to the Agreement. Said schedules shall incorporate the milestones in the Master Project Schedule, and shall be updated by Construction Contractor monthly, or as often as is specified in Exhibit B to the Agreement. Construction Contractor's submittal of satisfactory schedules and updates thereto and Owner's acceptance of same shall be a condition precedent to Owner's obligation to pay Construction Contractor.

4. PROGRESS PAYMENTS.

4.1 Construction Contractor's monthly Applications for Payment shall be in such form and contain such detail and backup as Owner reasonably may require. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Pre-Construction Phase Commencement Date.

4.2 At the time it submits its first monthly Application for Payment to Owner following GMP approval, Construction Contractor also shall submit to Owner and Design Professional, for their review, a Schedule of Values based upon the GMP proposal; in a format approved by the Owner, listing the major elements of the Work and the dollar value for each element. That Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, shall be used as the basis for Construction Contractor's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Construction Change Directives and submitted each month to Design Professional along with a completed and notarized copy of the Application for Payment form.

4.3 If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, all of which shall be subject to Owner's satisfaction. Owner has the discretion whether or not to pay for such unincorporated materials.

4.4 Construction Contractor shall submit three (3) notarized original copies of its monthly Application for Payment to Design Professional each month for Work performed during the previous month, not less than five (5)

business days prior to the deadline for submission identified in the Owner's published payment processing schedule. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. Invoices received after each month's deadline shall be considered for payment as part of the next month's application. Within five (5) business days after receipt of each Application for Payment, Design Professional shall submit to Owner a Certificate for Payment in the amount recommended by Design Professional as being due and owing Construction Contractor. Owner shall pay Construction Contractor that portion of Design Professional's Certificate for Payment which Owner approves as being due and owing Construction Contractor in accordance with the Owner's published payment processing schedule.

4.5 Owner shall retain ten percent (10%) of that portion of the gross amount (less reimbursable items) of each monthly payment request certified by Design Professional and approved by Owner for payment, until fifty percent completion of the Work. Upon fifty percent completion of the Work, the amount of retainage thereafter withheld by Owner from subsequent payments may be reduced to 5% of that portion of the gross amount (less reimbursable items) of each monthly payment request certified by Design Professional and approved by Owner for payment unless Construction Contractor has elected to withhold a higher amount from subcontractors as allowed by law, in which case the higher amount shall be retained by Owner. Upon achieving fifty percent (50%) completion of the Work, and when requested by the Contractor, the Owner may release half of the amount previously retained. Owner reserves the right, in its sole discretion, to further reduce the amounts retained on any subsequent monthly payment request prior to final payment. Provided, however, nothing in this Section 4.5 shall preclude or limit the Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law.

4.6 When requested by the Contractor, the Owner may authorize final payment to subcontractors who have satisfactorily completed their respective portion of the Work, provided that such Work has been accepted by the Contractor and the Design Professional as complete, and provided that the necessary releases, lien waivers and surety consents have been provided. Such payments shall not diminish or qualify the contractor's obligation to complete the Work within the Contract Time.

4.7 Contractor shall pay its Subcontractors for all work satisfactorily completed on this Project, regardless of any other debts, claims or back-charges that may be owed by Subcontractors to Contractor on other projects. Provided the Subcontractor has satisfactorily performed its work on this Project, Contractor shall not be entitled to use funds otherwise due the Subcontractor from this Project as a set off against claims, debts or back-charges that may be owed by Subcontractor to Contractor on other construction projects.

4.8 Monthly payments to Construction Contractor shall in no way imply approval or acceptance of Construction Contractor's work.

4.9 Each Application for Payment shall be accompanied by a Release and Affidavit, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. Owner shall not be required to make payment until and unless the affidavit is furnished by Construction Contractor. Further, if Construction Contractor is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which Owner has paid Construction Contractor, Construction Contractor agrees to refund such money to Owner.

5. PAYMENTS WITHHELD

5.1 Design Professional shall review each Application for Payment submitted by Construction Contractor and shall make recommendations to Owner as to the proper amounts, if any, which may be owed Construction Contractor under the Application for Payment. Design Professional's payment recommendation shall be evidenced by a Certificate for Payment issued by Design Professional to Owner. All Certificates for Payment are subject to Owner's review and approval. Both Design Professional and Owner shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Contractor in an Application for Payment, or rescind any amount previously certified and approved in a Certificate for Payment, and Owner may withhold any

payments otherwise due Construction Contractor under this Contract or any other agreement between Owner and Construction Contractor, to the extent it is reasonably necessary, to protect Owner from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against Owner attributable to the fault or neglect of Construction Contractor; (c) Construction Contractor's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Construction Contractor. Owner shall have the right, but not the obligation, to take any corrective action Owner deems appropriate to cure any of the above noted items, at Construction Contractor's expense, if such items are not cured by Construction Contractor to Owner's reasonable satisfaction within five (5) days after Construction Contractor's receipt of written notice from Owner.

6. FINAL PAYMENT

6.1 Owner shall make final payment to Construction Contractor within sixty (60) calendar days after the Work is finally accepted by Owner in accordance with Paragraph 22.2 herein, provided that Construction Contractor first, and as an explicit condition precedent to the accrual of Construction Contractor's right to final payment, shall have furnished Owner with the following:

- 6.1.1 a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit.
- 6.1.2 a duly executed copy of the surety's consent to final payment;
- 6.1.3 evidence of payment to all subcontractors and suppliers in a form and containing such detail as may be required by Owner; (conditioned only upon receipt of final payment)
- 6.1.4 an accounting in a form acceptable to Owner of the use of funds allocated for General Condition work items;
- 6.1.5 such other documentation that may be required by the Contract Documents or Owner.

6.2 Construction Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Contractor against Owner arising out of this Contract or otherwise relating to the Project, except those identified in writing by Construction Contractor as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Construction Contractor hereunder or to the recovery of damages for defective Work not discovered by Owner or Design Professional at the time of final inspection, and/or payment.

7. SUBMITTALS AND SUBSTITUTIONS

7.1 Construction Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Contractor shall submit all such materials at its own expense and in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Construction Contractor shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to Design Professional for review and action. Design Professional will transmit them back to Construction Contractor who will then issue the submittals to the affected subcontractor for

fabrication or revision. Construction Contractor shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. Construction Contractor shall request Design Professional to make interpretations of the drawings or specifications requested of it by the subcontractors. Construction Contractor shall advise Design Professional in writing which submittals or requests for clarification have the greatest urgency; the purpose being to enable Design Professional to prioritize requests coming from Construction Contractor. Construction Contractor shall advise Owner and Design Professional in writing when timely response is not occurring on any of the above.

7.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner and Design Professional if sufficient information is submitted by Construction Contractor to allow Owner and Design Professional to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Construction Contractor. All such requests, to the extent possible, should be submitted by Construction Contractor to Design Professional prior to the setting of the GMP.

7.3 If Construction Contractor wishes to furnish or use a substitute item of material or equipment, Construction Contractor shall make application to Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Design Professional in evaluating the proposed substitute. Design Professional may require Construction Contractor to furnish at Construction Contractor's expense additional data about the proposed substitute.

7.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Construction Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional, if Construction Contractor submits sufficient information to allow Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Design Professional shall be the same as those provided herein for substitute materials and equipment.

7.5 Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional and Owner shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without Owner's and Design Professional's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. Owner may require Construction Contractor to furnish at Construction Contractor's expense a special performance guarantee or other surety with respect to any substitute. If Owner rejects the proposed substitute, at Owner's discretion, Owner may require Construction Contractor to reimburse Owner for the charges of Design Professional and Design Professional's consultants for evaluating the proposed substitute.

8. PRE-CONSTRUCTION PHASE SERVICES

Construction Contractor shall provide the following review and commentary services, in addition to any other Pre-Construction Phase Services required by the terms of this Contract:

8.1 Review, Recommendations and Warranty: Construction Contractor shall familiarize itself thoroughly with the evolving architectural, civil, mechanical, plumbing, electrical and structural plans and specifications and shall follow the development of design from Schematic Pre-Construction Phase through Construction Documents Phase (as those phases are defined in the Design Agreement and as the timing of this agreement allows). Construction Contractor shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives including assistance to Design Professional and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of erection and early completion of the Work. Construction Contractor shall furnish pertinent information as to the availability of materials and labor that will be required. Construction Contractor shall submit to Owner and Design Professional such comments as may be appropriate concerning construction feasibility and practicality. Construction Contractor shall call to Owner's and Design Professional's attention any defects in the design, drawings and specifications or other documents of which it is aware. As questions arise or as more information is needed from the Designer or the Owner, the Construction Contractor will track who is responsible for each item and record the status of each item at every meeting. Construction Contractor shall prepare estimates of the construction cost utilizing the unit quantity survey method in a format approved by the Owner. These estimates shall be performed following each design phase, including Programming, Schematic Design; Design Development; 60% Construction Documents; and 100% Construction Documents after which shall follow the setting of the GMP.

8.1.1 Define at the Programming Phase the construction budget range and system assumptions to provide cost guidance across all divisions. The Construction Contractor will develop budget tracking categories, applicable to the scopes of work. Conduct a budget variance evaluation and produce a list of recommendations. The Construction Contractor will track and identify scope changes, review with team, and schedule critical decisions as it relates to the budget.

8.2 Review Reports: Within ten business (10) days after receiving the documents produced by Design Professional, Construction Contractor shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph 8.1 above and on factors set out in Paragraphs 8.3 and 8.4 below. Within the same ten (10) day period, Construction Contractor shall submit to Owner, with copies to Design Professional, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as Construction Contractor may deem appropriate, and all actions taken by Design Professional with respect to same, any comments Construction Contractor may deem to be appropriate with respect to separating the Work into separate subcontracts, alternative materials, and any other appropriate or required comments. Ongoing constructability reviews to include: Staging and Maintenance of Traffic, Cost Analysis and evaluation for means and methods of systems being evaluated. Provide Monthly reports on the Pre-Construction progress, include specific meetings with any Agencies, Owner, Design Professional, Public meetings or any other related activities.

AT THE TIME THE GMP IS MUTUALLY ESTABLISHED, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED IN THE GMP AMENDMENT, THE CONSTRUCTION CONTRACTOR SHALL BE DEEMED TO HAVE WARRANTED TO OWNER, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT WITH EACH OTHER, PRACTICAL, FEASIBLE AND CONSTRUCTABLE. FURTHER, THE CONSTRUCTION CONTRACTOR SHALL BE DEEMED TO HAVE WARRANTED TO OWNER THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS IS CONSTRUCTABLE WITHIN THE CONTRACT TIME.

8.3 Long Lead Procurement: Construction Contractor shall review the Project design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and consult with Design Professional concerning same. When each item is identified, Construction Contractor shall notify prospective subcontractors, Owner and Design Professional of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. Construction Contractor shall keep itself informed of the progress of the respective subcontractors or suppliers manufacturing or fabricating such items, and revise the Construction Schedule when required as a result of delays in delivery. Delays in delivery time for long lead procurement items will not entitle Construction Contractor to a time extension for completion of the Project.

8.3.1 Scheduling of Pre-Construction Activities: Provide preliminary construction schedule with monthly updates. Confirm and measure all permitting requirements on and off site and define essential milestone submission dates to ensure construction starts per the approved schedule. The permit status will be tracked and made available to all attendees and will accompany the meeting notes that will be distributed. Include Owner tasks and design team changes and requests.

8.4 Interfacing:

8.4.1 Construction Contractor shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontractors and the general conditions items without duplication or overlap, and are sequenced to maintain completion of all Work on schedule. The Construction Contractor will produce a Pre-Construction project schedule that includes deliverables to the owner in conjunction with the Owner and the Designer. Owner Direct Purchase Items, long lead items and potential early start items will be identified as well and included in this schedule. The progress of this schedule will be tracked at every meeting and statuses recorded and distributed with the meeting notes.

8.4.2 Without assuming any design responsibilities of Design Professional, Construction Contractor shall include in the reports required under Paragraph 8.2 above, comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that Design Professional may arrange for necessary corrections. Provide all required Value Engineering as maybe required to provide cost guidance for the Owner. Preparation of the Guaranteed Maximum Price (GMP): The Construction Contractor will compile the GMP for the Owner. Included in this GMP will be the Construction Contractor's general conditions and Construction Phase fee.

8.5 Cost Modeling/Building Information Modeling (BIM) Contractor is responsible for developing a BIM Execution plan, clash detection and Model coordination. The Owner may elect to not have a Building Information Model provided pending final discussions. Clash detection provided by Contractor at 100% documents.

8.6 Meetings

8.6.1 LEED/Green Globes Design Meeting Attendance: The Construction Contractor will participate in the LEED/GG design meetings and offer input and suggestions in areas that are familiar to them. The Construction Contractor will not be responsible for these meeting agendas and notes, but will actively participate in each meeting and will complete all roles and responsibilities assigned to them by the LEED/GG consultant. A LEED/GG status update will be incorporated into the regularly scheduled progress meetings.

8.6.2 The public presentation portion of this scope shall consist of the Construction Contractor facilitating meetings with the adjacent residents and public to discuss the project. The presentation shall include introduction of the project team, who & how to contact team individuals, discussion of the project

sequences, project schedule, pedestrian/school access during construction and additional details as requested by the Owner.

9. CONSTRUCTION PHASE SERVICES

Construction Contractor shall provide the following services in addition to any other Construction Phase Services required by the terms of this Contract:

9.1 Construction Contractor shall arrange for all job-site facilities as required by Owner and necessary to enable Construction Contractor and Design Professional to perform their respective duties and to accommodate any representatives of Owner which Owner may choose to have present on the job, the description of such facilities to be finalized prior to the establishment of the GMP.

9.1.1 Tangible personal property, otherwise referred to as job-site facilities, include, but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the Work. The method of acquiring such job-site facilities shall be evaluated based on their cost over the life of the Project. Construction Contractor shall present its evaluation with recommendation to Owner for approval.

9.1.2 When Construction Contractor wishes to supply job-site facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in subparagraph 9.1.1 above. If leasing is found to be the least expensive approach, then it may lease such job-site facilities from its own equipment pool at a price not greater than the lowest of three (3) lease proposals obtained by Construction Contractor.

9.1.3 For all such job-site facilities purchased, which may become the property of Owner at the conclusion of the Work, Construction Contractor shall maintain ownership responsibilities of such facilities until final acceptance of the Work. Reimbursement for cost of such equipment will be made at the conclusion of the Work at the documented purchase price. At that time, Construction Contractor shall provide Owner with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to Owner or to its designee.

9.1.4 Construction Contractor is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to Owner, Owner may refuse acceptance of the equipment if Owner determines, in its sole discretion, that the equipment has not been properly cared for by Construction Contractor or that such acquisition would not otherwise be in the best interest of Owner. In such event, Construction Contractor will be reimbursed for such item in accordance with Section 5 of the Agreement.

9.2 Construction Contractor's administration of the Work shall include the following:

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

9.2.2 Maintain a roster of companies on the Project with names and the telephone numbers of key personnel.

9.2.3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

9.2.4 Provide labor relations management for a harmonious, productive Project.

9.3 Construction Contractor also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

9.3.1 Job Meetings: Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Construction Contractor shall arrange and conduct regular bi-weekly Project status meetings with Design Professional and Owner. Construction Contractor shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Construction Contractor shall identify the party or parties responsible for following up on any problems, delay items or questions, and Construction Contractor shall note the action to be taken by such party or parties. Construction Contractor shall revisit each pending item at each subsequent meeting until resolution is achieved.

9.3.2 Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to Design Professional of such submittals for action, and closely monitor their review process.

9.3.3 Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for Construction Contractor and all subcontractors and maintain a material and equipment expediting log.

9.3.4 Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

9.3.5 Document Interpretation: Refer all questions for interpretation of the Contract Documents to Design Professional in writing.

9.3.6 Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to Owner and Design Professional, including information on subcontractors' Work, and the percentage of completion. Keep a daily log available to Owner, Design Professional, and any permitting authority inspectors.

9.3.7 Subcontractors Progress: Prepare periodic punch lists for the Work, including work of subcontractors', identifying unsatisfactory or incomplete items and schedules for their completion.

9.3.8 Substantial Completion: Pursuant to the provisions of Paragraph 22.1 of these General Terms and Conditions, ascertain when the Work or designated portions thereof are ready for Design Professional's Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Construction Contractor and reviewed and supplemented by Design Professional, prepare a schedule for their completion indicating completion dates for Owner's review.

9.3.9 Final Completion: Monitor the completion of the Work and provide notice to Owner and Design Professional when the Work is ready for final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to Owner, through Design Professional, all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, record drawings, and maintenance books.

9.3.10 Start-Up: With Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing.

9.3.11 Record Drawings: Pursuant to the terms of Paragraph 10.2 hereafter, Construction Contractor shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Construction Contractor into the final record drawings.

9.4 Construction Contractor shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records. The Project files and records shall be available at all times to Owner and Design Professional or their designees for reference, review or copying.

9.5 Construction Contractor shall provide the following services with respect to the Work, to facilitate the smooth, successful and timely occupancy of the Project by Owner:

9.5.1 Construction Contractor shall provide consultation and Project management to facilitate Owner's occupancy of the Project and provide transitional services to place the Work "on line" in such conditions as will satisfy Owner's operations requirements. The services include Construction Contractor's coordination of the delivery of Owner supplied furniture, fixtures and equipment for the Project.

9.5.2 Construction Contractor shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to Owner in such a manner as to promote their usability. Construction Contractor shall provide Owner's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training to be videotaped by the Construction Contractor for subsequent presentation to Owner's operations and maintenance personnel.

9.5.3 Construction Contractor shall secure required guarantees and warranties, and shall assemble and deliver same to Owner in the manner required by Owner.

10. DAILY REPORTS, RECORD CONTRACT DOCUMENTS AND MEETINGS

10.1 Construction Contractor shall prepare, maintain and submit to Design Professional and Owner, for their review and approval, the various logs, reports, and schedules set forth in Exhibit B to the Agreement. Construction Contractor's complete performance of its obligation to prepare, maintain and submit those logs, reports, and schedules is a condition precedent to Owner's obligation hereunder to make any payments to Construction Contractor. These logs, reports and schedules shall not constitute nor take the place of any notice required to be given by Construction Contractor to Owner or Design Professional pursuant to the Contract Documents.

10.2 Construction Contractor shall maintain in a safe place at the Project site one record copy and one permit set of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Design Professional, in good order and annotated to show all changes made during construction. The record Contract Documents shall be continuously updated by Construction Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Contractor shall certify the accuracy of the updated record Contract Documents. As a condition precedent to Owner's obligation to pay Construction Contractor, Construction Contractor shall provide evidence, satisfactory to Owner and Design Professional, that Construction Contractor is fulfilling its obligation to continuously update the record Contract Documents. The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to

Owner and Design Professional for reference. Upon completion of the Work and as a condition precedent to Construction Contractor's entitlement to final payment, the record Contract Documents shall be delivered to Design Professional by Construction Contractor for Owner.

10.3 Construction Contractor shall advise Owner, its representatives and Design Professional of their requested or required participation in any meeting or inspection giving each written notice at least 48 hours prior to the meeting or inspection.

11. CONTRACT TIME AND TIME EXTENSIONS

11.1 Construction Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Construction Contractor or anyone for whom Construction Contractor is liable. Unless expressly noted otherwise in the Contract Documents, Construction Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's suppliers and contractors as set forth in Section 14 herein.

11.2 Should Construction Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, unusually severe weather conditions by comparison with the ten-year Monroe County, Florida, average not reasonably anticipatable, Construction Contractor shall notify Owner and Design Professional in writing within ten (10) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Contractor may have had to request a time extension.

11.2.1 Owner shall have the right, at any time, whether or not Construction Contractor is behind schedule, to order Construction Contractor to accelerate its Work. In the event that Owner orders Construction Contractor to accelerate its Work and Construction Contractor (i) is not behind schedule and (ii) believes that acceleration will increase the cost of performance, Construction Contractor, shall be required to submit a Claim for increase pursuant to Section 13 of this Agreement. Any such claim shall be based exclusively and solely on actual and direct increased field costs associated with the acceleration.

11.3 If Construction Contractor encounters on the Project site any materials reasonably believed by Construction Contractor to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered harmless, Construction Contractor immediately shall (i) stop Work in the area affected and (ii) report the condition to Owner in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Construction Contractor or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time and Construction Contractor shall indemnify Owner and hold Owner harmless for any costs incurred by Owner with respect to such hazardous material.

11.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, including those for which Owner and Design Professional may be responsible, in whole or in part, shall relieve the Contractor of its duty to perform or give rise to damages or additional compensation from Owner unless specifically provided for in this paragraph. If the Contractor is delayed at any time

in the progress of the work due to causes outside of its control, or the control of its subcontractors or suppliers, the Construction Contractor may submit a change order requesting an extension of the Contract Time in accordance with the procedure established in this agreement. The Construction Contractor warrants by execution of the Contract that the Construction Contractor has accounted for and anticipated foreseeable delays and that the work can be completed within the Contract Time. Any delay shall be deemed to be the fault of Contractor, unless a change in the Contract Time for the delay has been approved through a Change Order. Any extension of the Contract Time shall be net of any foreseeable delays or other delays attributable to the Contractor. No extension of the Contract Time shall increase the Contract Sum unless and until the Construction Contractor demonstrates to the satisfaction of the Owner that the Substantial Completion will be delayed beyond a date selected for Substantial Completion in this Contract. For each day Substantial Completion is so delayed as a result of an approved extension of the Contract Time, on grounds other than adverse weather conditions, Construction Contractor shall be entitled to a proportional increase in the allowance for general conditions and the corresponding increase in the Contract Sum, but no more. Construction Contractor agrees and warrants that it waives all other damages or costs that it may incur as a result of delay to its performance other than specifically set forth in this paragraph. The Contract Sum shall not be increased as a result of extension of the Contract Time to the extent the extension of time results from adverse weather conditions or any other cause outside the control of the Owner.

12. CHANGES IN THE WORK

12.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, but in no event more than twenty-one (21) days after its receipt of such notification (unless Owner has agreed in writing to a longer period of time), Construction Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by Design Professional that will not result in an increase in compensation or adjustment to the Contract Time, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to Construction Contractor for any increased compensation or adjustment to the Contract Time without such written order. NO OFFICER, EMPLOYEE OR AGENT OF OWNER IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.

12.2 A Change Order shall be prepared by Construction Contractor, reviewed by Design Professional and Owner, and executed promptly by the parties after an agreement is reached between Construction Contractor and Owner concerning the requested changes. Construction Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Construction Contractor shall mutually agree.

12.3 If Owner and Construction Contractor are unable to agree on a Change Order for the requested change, Construction Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Construction Contractor disagrees with Owner's adjustment determination, Construction Contractor must make a claim pursuant to Section 13 of these General Conditions or else be deemed to have waived any claim it might otherwise have had on that matter.

12.4 In the event a requested change is approved by Owner which results in either an increase or decrease to the Contract Amount, a Change Order shall be issued which increases or decreases the GMP by the amount of Construction Contractor's actual and reasonable direct Cost of the Work (including bond premiums for changes other than those associated with Owner Direct Purchase).

12.5 Notwithstanding any provision herein to the contrary, the amounts for combined overhead and profit for Change Orders and Construction Change Directives are as follows:

1. For the Construction Contractor, additional amounts for overhead and profit will not be allowed until the total Cost of the Work has been increased by approved Change Orders and Construction Change Directives in an amount causing the greater of the original GMP as set forth in the GMP Amendment or the estimated construction cost set forth in the preamble to this Agreement to be exceeded by more than five percent. Construction Contractor shall be entitled to an increase in the Construction Contractor's Fee for combined overhead and profit on the amount exceeding one hundred and five percent (105%) of the original GMP amount or estimated construction cost, whichever is greater. The increase in the Construction Contractor's Fee shall be proportional to the ratio of the Construction Contractor's Fee to the estimated construction cost, as set forth in the Agreement.
2. For each Subcontractor or Sub-subcontractors involved, the Work performed by that Subcontractor or Sub-subcontractor's own forces; ten percent (10%) of the cost.
3. For each Subcontractor, the Work performed by the Subcontractor's Sub-subcontractor's; five percent (5%) of the amount due the Sub-subcontractor.
4. No further tiering of the Sub-subcontractors will be allowed mark-up for overhead and profit.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Section 5 of this Agreement.
6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accomplished by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$100.00 be approved without such itemization.

12.6 Owner shall have the right to conduct an audit of Construction Contractor's books and records, as well as those of its subcontractors and suppliers, to verify the accuracy of Construction Contractor's claim with respect to Construction Contractor's costs associated with any Change Order or Construction Change Directive.

12.7 Design Professional may direct Construction Contractor to make nonmaterial changes to the Work, so long as such changes do not require or result in any adjustment to the Contract Amount, Contract Time or Project quality, and are generally within the scope of the Work. All such changes must be evidenced by a written order from Design Professional to Construction Contractor, with a copy to Owner. Construction Contractor shall comply with all such orders.

12.8 When the GMP includes a Project Contingency Allowance, changes in the work may be authorized as a Contingency Adjustment. The procedures for Contingency Adjustments are the same as for Change Orders and Construction Change Directives, except that no increase or decrease to the GMP results. Costs for Contingency Adjustments shall not include amounts for Contractor's overhead and profit or adjustments to the Contractor's fee. If Owner and Construction Contractor are unable to agree on a Contingency Adjustment for the requested change, Construction Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Construction Contractor disagrees with Owner's adjustment determination, Construction Contractor must make a claim pursuant to Section 13 of these General Conditions or else be deemed to have waived any claim it might otherwise have had on that matter. Construction Contractor shall supply Owner with a Monthly Contingency report for all Contingencies included in the project.

13. CLAIMS AND DISPUTES

13.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises

out of the Contract Documents.

13.2 Initial notice of Claims by Construction Contractor shall be made in writing to Owner and Design Professional within fourteen (14) calendar days after the first day of the event giving rise to such Claim or else Construction Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and Design Professional within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else Construction Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Paragraph 12.5 hereof.

13.3 Construction Contractor shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

13.4 Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of any legal, administrative, or equitable proceeding between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Mediator. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

13.5 Any litigation between Owner and Construction Contractor (which term for the purposes of this subparagraph shall include Construction Contractor's surety), whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and Construction Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between Owner and Construction Contractor shall lie and be only in the appropriate State courts of the State of Florida's Sixteenth Judicial Circuit in and for Monroe County, Florida. Construction Contractor consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14. OTHER WORK

14.1 Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Construction Contractor prior to starting any such other work. If Construction Contractor believes that such performance will involve additional expense to Construction Contractor or require additional time, Construction Contractor shall send written notice of that fact to Owner and Design Professional within seven (7) calendar days of being notified of the other work. If Construction Contractor fails to send the above required seven (7) calendar days' notice, Construction Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

14.2 Construction Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Construction Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and

integrate with such other work. Construction Contractor shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Construction Contractor shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Design Professional.

14.3 If any part of Construction Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), Construction Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within ten (10) calendar days of the time Construction Contractor first became aware of the delay, defect or deficiency or by the scheduled commencement of Construction Contractor's dependent Work, whichever occurs first. Construction Contractor's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Construction Contractor's Work.

15. INSURANCE

15.1 During the term of this Agreement Construction Contractor shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described on Exhibit C and as described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of this Agreement by Construction Contractor and prior to execution of the Work, Construction Contractor has delivered to Owner properly executed Certificates of Insurance, using the standard Accord form, evidencing the fact that Construction Contractor has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to Owner, on a timely basis, if requested by Owner. These Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be give Owner of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. Construction Contractor shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Construction Contractor from its insurers, and nothing contained herein shall relieve Construction Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit below the minimum required of any policy to be provided by it hereunder, Construction Contractor shall immediately take steps to have the aggregate limit reinstated. All insurance coverages of Construction Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project.

15.2 All insurance policies required by this Agreement shall include the following provisions and conditions by endorsement to the policies:

15.2.1 The term "The School Board of Monroe County, Florida", shall include The School Board of Monroe County, Florida, a body corporate; the Monroe County Public School System; and all authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of The School Board of Monroe County.

15.2.2 All insurance policies, other than the Workers Compensation policy and Automobile Liability, provided by Construction Contractor to meet the requirements of this Agreement shall name The School Board of Monroe County, Florida, as that name is defined in 15.2.1 above, as an additional insured as to the operations of Construction Contractor under the Contract Documents and shall contain a severability of interests provisions.

15.2.3 Companies issuing the insurance policy or policies shall have no recourse against Owner for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Construction Contractor.

15.2.4 All insurance coverages of Construction Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project, and the "Other Insurance" provisions of any policies obtained by Construction Contractor shall not apply to any insurance or self-insurance program carried by Owner applicable to this Project.

15.2.5 Before construction begins Certificate(s) of Insurance confirming insurance requirements must be provided to Owner for Owner's insurance broker compliance review and acceptance. All Certificate(s) of Insurance must reference the project name. As applicable, Additional Insured Requirement, pursuant to 15.2.2 above, must be attached.

15.2.6 All insurance policies shall be fully performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

15.2.7 Venue for any action concerning any matter under any policies provided pursuant to this agreement shall lie and be only in the appropriate State courts of the State of Florida's Sixteenth Judicial Circuit in and for Monroe County, Florida. Insurer must consent and submit to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

15.3 The acceptance by Owner of any Certificate of Insurance for this Project evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.

15.4 Before starting and until completion of all services required hereunder, Construction Contractor shall procure and maintain insurance of the types and to the limits specified in Exhibit C, "Insurance Requirements", which is attached hereto and made a part hereof. Construction Contractor shall require each of its subcontractors to procure and maintain, until the completion of that subcontractor's services, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirement for the subcontractor is expressly waived in writing by Owner. It is the Contractor's explicit responsibility to ensure all subconsultant(s) and/or subcontractor(s) comply with these insurance requirements.

15.5 If any insurance provided pursuant to this Agreement expires prior to the completion of the services required hereunder, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies, shall be furnished to Owner thirty (30) days prior to the date of expiration.

15.6 Should at any time Construction Contractor not maintain the insurance coverages required in this Agreement, Owner may cancel the Agreement or in its sole discretion shall be authorized to purchase such coverages and charge Construction Contractor for such coverages purchased. If Construction Contractor fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due Construction Contractor under this Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

15.7 Construction Contractor, its subconsultants and Owner shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by Owner, except such rights as they may have to the proceeds of such insurance held by any of them.

15.8 All insurance companies from whom Construction Contractor obtains the insurance policies required hereunder must meet the following minimum requirements:

15.8.1 The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida.

15.8.2 The insurance company must have an A.M. Best policyholder rating of either "A+", or "A".

15.8.3 The insurance company must have a current A.M. Best financial rating of "Class VI" or higher.

15.9 OWNER'S LIABILITY INSURANCE

15.9.1 Pursuant to Florida Statute 768.28

15.10 PROPERTY INSURANCE

15.10.1 Owner purchases Builders Risk property coverage on a per project basis, excluding all contractor(s) and sub-contractor(s) property and equipment. At the time Construction Contractor provides Certificates of Insurance for the project, Construction Contractor shall also provide information needed for Owner to establish the Builders Risk coverage.

15.10.2 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles, unless the covered loss is caused in whole or in part by the negligence or intentional actions of Construction Contractor and/or subcontractors. In such case, the deductibles shall be paid proportionally by the party(s) responsible for the loss.

15.10.3 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

15.10.4 A loss insured under Owner's property insurance shall be adjusted by the Owner and made payable to the Owner.

15.10.5 The Owner shall have power to adjust and settle a loss with insurers.

16. INDEMNIFICATION

16.1 To the maximum extent permitted by Florida law, Construction Contractor shall defend, indemnify and hold harmless Owner and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Construction Contractor or from personal injury, property damage, direct or indirect damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Contractor or anyone employed or utilized by the Construction Contractor in the performance of this Agreement.

16.2 The duty to defend under this Article 16 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Construction Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Construction Contractor. Construction Contractor's obligation to indemnify and defend under this Article 16 will survive the expiration or earlier termination of this Agreement until it is determined by final

judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

17. CLEANUP AND PROTECTIONS

17.1 Construction Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Contractor fails to keep the Project site clean, Owner has the right, after providing a twenty-four (24) hour written notice, to perform any required clean up and to back charge Construction Contractor for the costs of such clean up. At the completion of the Work, Construction Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by Owner.

17.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Construction Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Contractor to condition at least equal to that existing at the time of Construction Contractor's commencement of the Work.

18. ASSIGNMENT

18.1 Construction Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of Owner. If Construction Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Construction Contractor all of the obligations and responsibilities that Construction Contractor has assumed toward Owner.

19. PERMITS, LICENSES AND TAXES

19.1 All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Construction Contractor. Permits and licenses to be acquired by Construction Contractor with the assistance of Design Professional include, but are not limited to, building, site, Department of Education, and utility permits, as well as all Health Department (DER) permits required for the construction or relocation of Monroe County water and/or sanitary sewer lines and facilities, to the extent such water and/or sewer work is included in this Contract. If Construction Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Construction Contractor shall bear all costs arising therefrom. All costs incurred by Construction Contractor with respect to performing its obligations under this Paragraph 19.1 shall be considered a direct cost item and shall be considered reimbursable as Cost of the Work as provided for in the Agreement. Owner shall fully cooperate with Construction Contractor where necessary. Construction Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

19.2 Construction Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Additionally, Construction Contractor shall comply with and fully implement the sales tax savings program with respect to the Work, as set forth below in Paragraph 19.3.

19.3 OWNER DIRECT PURCHASE

19.3.1 Notwithstanding anything herein to the contrary, because Owner is exempt from sales

tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work. Construction Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order to maximize cost savings for the Project. Unless directed otherwise in writing by Owner, Construction Contractor shall prepare requisitions to vendors selected by Construction Contractor for all purchases of materials and equipment exceeding five thousand dollars (\$5,000), for execution by Owner, on forms provided by Owner. Construction Contractor shall allow two weeks for execution of all such purchase orders by Owner, except that Owner is under no obligation to execute purchase orders unless and until Construction Contractor has processed deductive Change Orders in amounts equal to or exceeding the cumulative total of purchases executed or requested. Prior to its first application for payment and processing of any requisitions by Owner, Construction Contractor will process one (1) deductive Change Order under the Agreement for the entire estimated amount of Owner Direct Purchases, inclusive of sales taxes. Should at any time the cumulative amount of requisitions requested by Construction Contractor exceed the amount of deductive Change Orders previously processed, an additional deductive Change Order shall be required prior to the processing of additional requisitions. Prior to the final payment, a final reconciliation of the Owner Direct Purchases will be performed and such deductive Change Order will be prepared for the Owner's review and approval.

19.3.2 With respect to all direct purchases by Owner, Construction Contractor shall remain responsible for coordinating, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all direct purchases as to the extent allowed by the Florida Statutes. Notwithstanding anything herein to the contrary, Construction Contractor expressly acknowledges and agrees that any materials or equipment directly purchased by Owner pursuant this section shall be included within and covered to the same extent as all other warranties provided by Construction Contractor pursuant to the terms of the Contract Documents. Owner shall assign to Construction Contractor any and all warranties and rights Owner may have from any manufacturer or supplier of any such direct purchases by Owner as to the extent allowed by the Florida Statutes.

20. TERMINATION FOR DEFAULT

20.1 Construction Contractor shall be considered in material default of the Contract and such default shall be considered cause for Owner to terminate the Contract, in whole or in part, as further set forth in this Article, if Construction Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as provided for in the Contract Documents; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or

(4) discontinues the prosecution of the Work contrary to the requirements of the Contract; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of the Contract Documents.

20.2 If Owner determines that Construction Contractor is in default under this Contract, Owner shall notify Construction Contractor in writing of Construction Contractor's default(s). If Owner determines that Construction Contractor has not remedied and cured the default(s) or established a mutually agreeable plan with the Owner to cure the default(s) within seven (7) calendar days following receipt by Construction Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against Construction Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Construction Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Construction Contractor, take

assignments of any of Construction Contractor's subcontracts and purchase orders that Owner may designate, and complete all or any portion of Construction Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose. In making either the initial determination that Construction Contractor is in default under this Contract or the subsequent determination that Construction Contractor has failed to satisfactorily cure its default, Owner may rely solely upon Design Professional's certification to Owner that in Design Professional's opinion Construction Contractor is in default or has failed to satisfactorily cure its default.

20.3 If Owner deems any of the foregoing remedies necessary, Construction Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the unpaid balance of the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Construction Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by Owner to complete the Work, Construction Contractor shall not be entitled to any portion of such excess, except for the unpaid portion of the Construction Management Fee earned and the Cost of Work incurred prior to Construction Contractor's right to continue performance under this Contract being terminated. Any amounts to be paid to Owner by Construction Contractor pursuant to this Paragraph 20.3 shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.

20.4 The liability of Construction Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event Owner has exercised its right to terminate due to Construction Contractor's default, Construction Contractor shall be prohibited from bidding or otherwise seeking additional work from Owner in accordance with Owner's then current debarment policy.

20.5 If, after notice of termination of Construction Contractor's right to proceed pursuant to this Article, it is determined for any reason that Construction Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Construction Contractor provided herein, then such termination shall be deemed a termination for Owner's convenience and Construction Contractor's remedies against Owner shall be the same as and limited to those afforded Construction Contractor under Paragraph 21.1 below.

21. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

21.1 Owner shall have the right to terminate this Contract without cause upon seven (7) calendar days written notice to Construction Contractor. In the event of such termination for convenience, Construction Contractor's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Construction Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

21.2 Owner shall have the right to suspend all or any portions of the Work upon giving Construction Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Construction Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in

accordance with the procedures set forth in the Contract Documents. In no event shall Construction Contractor be entitled to any additional compensation or damages except as otherwise expressly provided for in the Contract Documents. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, Construction Contractor shall have the right to terminate the Contract with respect to that portion of the Work which is subject to the ordered suspension.

22. COMPLETION

22.1 When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Construction Contractor shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Said written notice from Construction Contractor shall include a proposed punch list of all items of Work to be completed or corrected by Construction Contractor. Within a reasonable time thereafter, Owner, Construction Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Construction Contractor in writing giving the reasons therefore. In such case, Construction Contractor shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Construction Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Contractor and include a final punch list of items to be completed or corrected by Construction Contractor before final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws. Accordingly, Design Professional shall provide the final punch list to Construction Contractor within seven calendar days after Construction Contractor has achieved Substantial Completion. Construction Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Construction Contractor to complete all the Work required under this Contract and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if this Agreement involves Work on more than one building or structure, or involves a multi-phased Project, a punch list shall be developed in accordance with the timelines set forth in this paragraph for each building, structure, or phase of the Project. Owner shall have the right to exclude Construction Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion (or Partial Substantial Completion), but Owner shall allow Construction Contractor reasonable access to complete or correct items on the final punch list.

22.2 When Construction Contractor believes it has fully performed all of the Work, including all punch list items, Construction Contractor shall deliver to Owner a written affidavit from Construction Contractor certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by Construction Contractor at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Professional determine Construction Contractor has completed the entire Work, Design Professional shall promptly issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Contractor, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Construction Contractor's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until Construction Contractor submits: (1) the final Release

and Affidavit in the form prescribed by Owner, (2) consent of surety to final payment, and (3) if required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied that all requirements of the Contract Documents have been met, neither the final payment nor the retainage shall become due and payable.

23. WARRANTY

23.1 Construction Contractor shall obtain and assign to Owner all express warranties given to Construction Contractor by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Contractor expressly warrants to Owner that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Construction Contractor expressly warrants to Owner that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Construction Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion. In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, Construction Contractor expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Contractor shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, Construction Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Contractor shall conduct, jointly with Owner and Design Professional, a warranty inspection at six (6) months and eleven (11) months after the date Substantial Completion is achieved. Construction Contractor's warranty excludes remedy for damage or defect caused by Owner's abuse, modifications not performed by Construction Contractor, improper or insufficient maintenance by Owner (unless such maintenance was performed in accordance with the directions from Construction Contractor), improper operation by Owner (unless such operations were performed in accordance with the directions from Construction Contractor), or normal wear and tear under normal usage.

24. TESTS AND INSPECTIONS

24.1 Owner, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Construction Contractor shall provide proper, safe conditions for such access. Construction Contractor shall provide Design Professional, Owner's Uniform Building Construction Inspector or any other entity with responsibility for inspection of the work with timely prior written notice (at least 48 hours) of the readiness of the Work for all required inspections, tests or

approvals.

24.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Construction Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to Owner and Design Professional.

24.3 If any Work that is to be inspected, tested or approved pursuant to the Contract Documents is covered without such inspection, testing or approval having been satisfactorily obtained by Construction Contractor and without obtaining the written concurrence from Design Professional or other applicable entity with responsibility for inspection of the work, such Work must, if requested by Design Professional or inspection entity, be uncovered for observation. Such uncovering shall be at Construction Contractor's expense unless Construction Contractor has given Design Professional and the applicable inspection entity 48 hour's written notice of Construction Contractor's intention to cover the same and has requested written concurrence by Design Professional and the inspection entity and Design Professional or the inspection entity has not acted with reasonable promptness to respond to such notice and request. If any Work is covered contrary to written directions from Design Professional or the inspection entity, such Work must, if requested by Design Professional or the inspection entity, be uncovered for Design Professional's or the inspection entities observation and be replaced at Construction Contractor's sole expense.

24.4 Owner shall charge to Construction Contractor and may deduct from any payments due Construction Contractor all engineering and inspection expenses incurred by Owner in connection with any overtime work unless such overtime work was expressly requested by Owner and Construction Contractor was on schedule. Such overtime work consists of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

24.5 Neither observations by Design Professional or Owner, nor inspections, tests or approvals by others shall relieve Construction Contractor from Construction Contractor's obligations to perform the Work in accordance with the Contract Documents.

24.6 Construction Contractor is responsible, without reimbursement from Owner, for re-inspection fees and costs, to the extent such re-inspections are due to the fault or neglect of Construction Contractor.

24.7 Construction Contractor shall only use a certified independent testing and balancing services contractor to perform "Test and Balance" (T&B) services as they may be required for this project. The T&B contractor shall be completely independent of the Construction Contractor's mechanical and ventilating subcontractor(s). Construction Contractor shall be responsible for coordinating mechanical/ventilating (HVAC) work, including HVAC control systems and T&B work.

24.8 T&B Submittal Requirement:

Completed T&B reports required by the Contract Documents shall be delivered by Construction Contractor to Owner at Substantial Completion.

25. DEFECTIVE WORK

25.1 Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Owner or Design Professional, Construction Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by Owner

or Design Professional, remove it from the site and replace it with non-defective Work. Construction Contractor shall bear all direct and indirect costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner and Design Professional harmless for same.

25.2 If Owner or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Construction Contractor, at Design Professional's or Owner's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Owner or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Construction Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Construction Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

25.3 Owner shall have the right to order Construction Contractor to stop all or any portion of the Work if at any time Owner reasonably determines that Construction Contractor's performance of the Work is not in compliance with the requirements of the Contract Documents. Such noncompliance shall include, but is not limited to, Construction Contractor's failure to provide adequate labor, materials or equipment to satisfactorily maintain the various Project schedules (including the Master Project Schedule). This right to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating Owner to exercise this right for the benefit of Construction Contractor or any other person.

25.4 Should Owner determine, in its sole opinion, it is in Owner's best interest to accept defective Work, Owner may do so. Construction Contractor shall bear all direct and indirect costs attributable to Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If Owner accepts such defective Work after final payment, Construction Contractor shall promptly pay Owner an appropriate amount determined by Owner to adequately compensate Owner for its acceptance of the defective Work.

25.5 If Construction Contractor fails, within a reasonable time after the written notice from Owner or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Owner or Design Professional, or if Construction Contractor fails to perform the Work in accordance with the Contract Documents, or if Construction Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days' written notice to Construction Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Construction Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Construction Contractor's services related thereto, take possession of Construction Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Construction Contractor but which are stored elsewhere. Construction Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph. All direct and indirect costs of Owner in exercising such rights and remedies shall be charged against Construction Contractor, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct and indirect costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement

of Construction Contractor's defective Work. Construction Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

26. SUPERVISION AND CONTRACTOR'S REPRESENTATIVE

26.1 Construction Contractor is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. Construction Contractor is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents. Unless otherwise authorized in writing by the Owner, Construction Contractor shall keep on the Work at all times during its progress a competent resident representative who shall not be replaced without prior written notice to Owner and Design Professional except under extraordinary circumstances. The representative shall have authority to act on behalf of Construction Contractor. All communications given to the representative shall be as binding as if given to Construction Contractor. Owner shall have the right to direct Construction Contractor to remove and replace its Project representative or any other employee of Construction Contractor or any employee of any subcontractor from this Project, with or without cause.

26.2 Construction Contractor shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of Construction Contractor to coordinate, inspect and provide general direction of the Work and progress of the subcontractors. Construction Contractor shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit E to the Agreement. Construction Contractor shall not change any of those persons identified in Exhibit E unless mutually agreed to in writing by Owner and Construction Contractor. In such case, Owner shall have the right to approve the replacement personnel.

26.3 Construction Contractor shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and Design Professional. Owner and Design Professional may attend meetings between Construction Contractor and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of Construction Contractor to administer the subcontracts.

26.4 Construction Contractor shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to Construction Contractor. Construction Contractor shall develop and maintain a program, acceptable to Owner and Design Professional, to assure quality control of the Work. Construction Contractor shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and Construction Contractor shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between Construction Contractor and Design Professional over the acceptability of the Work, Owner, in its discretion, shall have the right to determine the acceptability.

26.5 Construction Contractor shall not employ on this Project any person who has been convicted of a felony or misdemeanor-level criminal charge regarding sexual abuse or misconduct, nor permit any subcontractor to assign any employee of it to this Project who has been convicted of a felony or misdemeanor-level criminal charge regarding sexual abuse or misconduct. All contractors, subcontractors and employees are subject to the Level 2 background screening requirements and must comply with Florida law regarding the required personnel background screening requirements, Florida Chapter 435.

27. PROTECTION OF WORK

27.1 Construction Contractor shall fully protect the Work and adjacent property from loss or damage and shall bear the cost of any such loss or damage until Substantial Completion is achieved. If Construction Contractor or anyone for whom Construction Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Construction Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Construction Contractor.

27.2 Construction Contractor shall ascertain what temporary enclosures, if any, of building areas, including existing facilities, should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work and to protect and secure the Work and existing facilities, in periods when extreme weather conditions are likely to be experienced.

27.3 Construction Contractor shall not permit any unsafe loading of any structure at the Project site, nor shall Construction Contractor subject any part of the Work or adjacent property to any forces that will endanger it.

27.4 Construction Contractor shall not disturb any benchmark established by Owner with respect to the Project. If Construction Contractor, or its subcontractors, agents or anyone for whom Construction Contractor is legally liable, disturbs Owner's benchmarks, Construction Contractor shall immediately notify Owner and Design Professional. Owner shall have the benchmarks reestablished and Construction Contractor shall be liable for all costs incurred by Owner associated therewith.

28. EMERGENCIES

28.1 Construction Contractor shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Construction Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Construction Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Construction Contractor fails to provide the forty-eight (48) hour written notice noted above, Construction Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. Construction Contractor is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage.

29. USE OF PREMISES

29.1 At all times during the performance of the Work, Construction Contractor shall keep all of its operations, (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Contract Documents. Construction Contractor shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with Owner's interest. Construction Contractor is responsible for any damage to any such area, or to the owner or occupant thereof, or any areas contiguous thereto, resulting from the performance of the Work.

29.2 Except as required by the Contract Documents or otherwise required in order for Construction Contractor to satisfy its safety and security obligations under the Contract Documents, Construction Contractor shall not erect or install, nor shall it permit any of its subcontractors, suppliers, subconsultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of Owner, unless such signage has been expressly approved in writing by Owner, which approval may be withheld by Owner in its sole

discretion.

29.3 Contractor acknowledges that Work will be performed at a particular Project site where Owner simultaneously is conducting and continuing its operations upon the same site. In such event, Construction Contractor shall coordinate its Work so as to cause no unreasonable interference with or disruption to Owner's operations.

29.4 Owner may take early occupancy of all or any portions of the Work, at Owner's election, by designating in writing to Construction Contractor the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the GMP was established and such early occupancy negatively impacts Construction Contractor's cost or time of performance, Construction Contractor shall be entitled to an equitable adjustment to the Contract Amount and the Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

29.5 If, in order to complete the project, the Contractor requires access to the interior of any building secured but not vacated by the Owner during hours other than 7:00AM to 5:30PM, Monday through Friday, or during holidays published on the Owner's calendar for 12-month personnel, a custodian will be made available to provide the required access. The cost for the custodian will be deducted from the Contract by Change Order at the rate of \$50.00/hour for each hour of access required. The calendar of holidays for 12-month personnel is available online at <http://www.keysschools.com>.

30. SAFETY

30.1 Construction Contractor is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. Further, it is Construction Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work which may be stored off the Project site. Construction Contractor shall develop and implement, in accordance with the requirements of the Contract Documents, a safety plan for the Work.

30.2 Construction Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of Owner and any public body having jurisdiction over the Work, including all of their safety codes, laws, ordinances, rules and regulations. Construction Contractor shall notify owners of adjacent property and of any underground structures or improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Construction Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

30.3 At all times during the performance of the Work at the Project site, Construction Contractor shall have designated, and located on a full time basis at the Project site, a qualified individual whose responsibility shall be to monitor and enforce Construction Contractor's safety program at the Project site. Construction Contractor hereby designates its superintendent as that safety representative. Construction Contractor may designate by written notice to Owner another individual, reasonably acceptable to Owner, who shall be Construction Contractor's safety representative at the Project site.

30.4 Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property. All employees of Construction Contractor, as well as those of all subcontractors and those of any other person or entity for whom Construction Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.

30.5 Construction Contractor acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Construction Contractor shall comply with the following:

30.5.1 All Owner facilities and parcels are smoke free. Smoking is strictly prohibited;

30.5.2 Construction Contractor shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of Owner's property without Owner's expressed prior written consent;

30.5.3 All Employees are prohibited from distributing any papers or other materials upon Owner's property, and are strictly prohibited from using any of Owner's telephones or other office equipment;

30.5.4 All Employees shall at all times comply with OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

30.5.5 All Employees shall enter and leave Owner's facilities only through the ingress and egress points identified in the site utilization plan approved by Owner or as otherwise designated, from time to time, by Owner in writing;

30.5.6 When requested, Construction Contractor shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;

30.5.7 Owner is committed to the education and safety of its students, faculty and employees. To that end, Construction Contractor is required to ensure that all Employees do not possess criminal records that would violate Owner's standard for employment as set forth by the Florida Department of Education. Construction Contractor shall ensure at all times that the Employees are in compliance with such standards;

30.5.8 Interaction between the Employees and the teacher, parent and student population is strictly prohibited;

30.5.9 The Employees may not solicit, distribute or sell products while on Owner's property. Friends, family members or other visitors of the Employees are not permitted on Owner's property; and

30.5.10 At all times Construction Contractor shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements

31. PROJECT MEETINGS

31.1 Prior to the commencement of Work, Construction Contractor shall attend a preconstruction conference with Owner and Design Professional and others as appropriate to discuss the Master Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, Construction

Contractor shall attend any and all meetings convened by Owner or Design Professional with respect to the Project, when directed to do so by Owner or Design Professional. Construction Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or Design Professional,

32. MATERIAL SAFETY DATA SHEET

32.1 If any chemicals, materials, or products containing toxic substances, as defined by Chapter 442, Florida Statutes or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by Construction Contractor or any of its subcontractors, Construction Contractor shall provide to Design Professional and Owner a Material Safety Data Sheet at the time of each delivery or prior to each new use of such product.

33. AUDITING RIGHTS

33.1 Construction Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Contractor shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. Owner, and any duly authorized agents or representatives of Owner, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by Owner. Further, Owner, and any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all of Construction Contractor's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Contractor shall cooperate in any audit, inspection, or copying of the documents. This access, inspection, copying and auditing rights shall survive the termination of this Contract.

33.2 If at any time, Owner conducts such an audit of Construction Contractor's records and documentation and finds that Construction Contractor overcharged Owner, Construction Contractor shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 6% annum). If the Overcharged Amount is equal to or greater than \$40,000.00, Construction Contractor shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of Construction Contractor. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Contractor with regard to the Project or under any other agreement between Construction Contractor and Owner. If such amounts owed Construction Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Contractor hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

33.3 This Article 33, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

34. COMPLIANCE WITH LAWS

34.1 Construction Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Construction Contractor observes that the Contract Documents are at variance therewith, it

shall promptly notify Owner and Design Professional in writing.

34.2 For federally funded projects, Construction Contractor must comply with all federal rules and regulations including but not limited to those defined in the Davis-Bacon Wage Rate Act, the federal Education Department General Administrative Regulations (EDGAR), and those acts referred to by EDGAR, such as the Copeland Anti-Kickback Act (29 C.F.R. Part 3) and the Contract Work Hours and Safety Standards Act (28 C.F.R. Part 5).

34.3 In accordance with §119.0701, in addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- (e) If a Construction Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

35. SUBCONTRACTS

35.1 Construction Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Construction Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Master Project Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review and approval. Construction Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

35.2 A subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Construction Contractor. Construction Contractor shall be solely responsible for and have control over the subcontractors. Construction Contractor shall negotiate all Change Orders, Construction Change Directives, Field Orders and Request for Proposals, with all affected subcontractors and shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order from Owner.

35.3 Construction Contractor shall not enter into a subcontract with any subcontractor, if Owner reasonably objects to that subcontractor. Construction Contractor shall not be required to contract with anyone it reasonably objects to. At the time Construction Contractor submits the GMP Amendment, Construction Contractor shall also submit to Owner a complete list of the names, addresses, licensing information and phone numbers of all subcontractors Construction Contractor intends to use for each portion of the Work. The list of subcontractors cannot be modified, changed, or amended without prior written approval from Owner, whose approval shall not be unreasonably withheld. Construction Contractor shall continuously update that subcontractor list, so that it remains current and accurate throughout the entire performance of the Work. As part of the Project document file to be maintained by Construction Contractor at the Project site, Construction Contractor shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between Construction Contractor and its subcontractors shall be in writing and are subject to Owner's approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Construction Contractor to the same extent Construction Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Contractor to Owner at the election of Owner upon termination of Construction Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the subcontractor except workman's compensation, (5) assign all warranties directly to Owner, (6) identify Owner as an intended third-party beneficiary of the subcontract, and (7) incorporate Exhibit C into all of its subcontracts. Construction Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Paragraph 35.3 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

35.4 The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years.

35.5 Unless otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

35.5.1 LIMITATION OF REMEDIES - NO DAMAGES FOR DELAY

That the subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by Owner or Design Professional or attributable to Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work, the subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

35.5.2 The subcontract shall require the subcontractor expressly agree that the foregoing subsection 35.5.1 constitutes its sole and exclusive remedies for delays and changes in the Work and thus eliminates any other remedies or claim for increase in the subcontract price, damages, losses or additional compensation. Further, Construction Contractor shall incorporate terms of the above paragraph in all of its subcontracts and require all subcontractors to similarly incorporate such terms into their sub-subcontracts.

35.5.3 Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Construction Contractor within the time and in the manner in which Construction Contractor must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

35.6 When Construction Contractor submits its guaranteed maximum price proposal to Owner, Construction Contractor also shall identify in writing those portions of the Work it intends to perform with its own employees. Any and all work to be self-performed by Construction Contractor, or any entity related to the Construction Contractor via ownership, management, or control, must be approved in writing by Owner in its sole discretion prior to commencement of such work. The Construction Manager shall provide the Owner with a list of all businesses in which the Construction Manager's owners have any ownership interest if the business is engaged in the construction industry, including demolition and the supply of materials for construction, and the Construction Manager intends to solicit bids for any work on the Project from the business. The Construction Manager shall provide said list to the Owner prior to prequalifying bidders for the work. The Owner shall determine whether any business listed may submit a bid or perform any work on the Project.

36. MARKET ANALYSIS AND SOLICITATION OF BIDS

36.1 The purpose of this Paragraph is to insure that Construction Contractor makes a genuine effort to stimulate subcontractor interest in the Project and maximize participation of potential qualified subcontractors in the bidding process. At all times Owner shall have access to and the right to require copies of all correspondence, records, files and other bid documents (including all bid responses) with respect to the bidding process. Further, Construction Contractor shall notify Owner of the date, time and place of all bid openings and Owner shall have the right to attend any and all such bid openings. All bid openings shall be conducted in Monroe County, Florida.

36.1.1 Construction Contractor shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Work. Construction Contractor shall make an analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of Work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the Contract Time.

36.1.2 As various bid packages are prepared for bidding, Construction Contractor shall submit to Owner and Design Professional in a manner suitable to Owner a list of potential bidders for their review and approval. Construction Contractor shall be responsible for promoting and encouraging bid competition.

36.1.3 Construction Contractor shall carry out an active program of stimulating interest of qualified subcontractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project. As part of his program, Construction Contractor shall conduct an information meeting for prospective subcontractors in conjunction with the Owner, not less than thirty (30) days prior to the solicitation of bids.

36.2 Construction Contractor shall prepare invitations for bids and all other appropriate bid documents for all procurement of long lead items, materials and services, for subcontractor contracts and for site utilities.

36.2.1 Except as hereafter provided in Paragraph 36.5, all subcontracts are to be awarded to

the lowest responsive and responsible bidder.

36.2.2 Subcontracts not exceeding \$10,000.00 may be awarded based upon verbal bids. Construction Contractor shall obtain a minimum of at least three (3) verbal or written bids on all such subcontracts. All such bids received by Construction Contractor shall be entered on a bid tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to Owner and Design Professional for their review and comments prior to Construction Contractor awarding the subcontract.

36.2.3 Subcontracts exceeding \$10,000.00 must be solicited for at least three (3) consecutive weeks prior to the established bid opening time and date, unless a shorter solicitation period is authorized in writing by the Owner. All such bids must be in writing and shall be received and opened in the manner and at the location, date and time established in the bid documents. All such bids received by Construction Contractor shall be entered on a bid tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to Owner and Design Professional for their review and comment prior to Construction Contractor awarding the subcontract.

36.3 As part of its bid preparation, Construction Contractor shall review the specifications and drawings prepared by Design Professional. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by Construction Contractor shall be brought to the attention of Owner and Design Professional in written form.

36.4 For each subcontract that exceeds \$50,000, Construction Contractor shall, unless waived in writing by Owner, conduct a pre-bid conference with prospective bidders and a pre- award conference with the apparent successful bidder. Design Professional and Owner shall be invited to all such meetings. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, Construction Contractor shall transmit these to Design Professional in writing and upon receiving clarification or correction in writing from Owner or Design Professional shall issue an addendum to the bidding documents to all of the prospective bidders.

36.5 Notwithstanding the provision above requiring award of subcontracts to the lowest responsive and responsible bidder, Construction Contractor may award a subcontract to someone other than the lowest responsive and responsible bidder provided Construction Contractor has first received Owner's express written consent to such award. Owner's consent to any such award will be at Owner's sole discretion. Whenever Construction Contractor wishes to award a subcontract to someone who is not the lowest responsive and responsible bidder, Construction Contractor must notify Owner in writing, setting out in detail the reasons and justifications for the suggested award.

37. SECURING AGREEMENT

37.1 Construction Contractor warrants that Construction Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Construction Contractor, to solicit or secure this Contract and that Construction Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. At the time this Contract is executed, Construction Contractor shall sign and deliver to Owner the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit F. Construction Contractor's compensation shall be adjusted to exclude any sums by which Owner determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs.

38. PUBLIC ENTITY CRIMES

38.1 By its execution of this Agreement, Construction Contractor acknowledges that it has been informed by OWNER of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

39. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION/SBE PROGRAM

39.1 In performing all services to be provided hereunder, Construction Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Construction Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Construction Contractor shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin. Construction Contractor shall comply with Owner's current small business encouragement program requirements.

40. CHANGED CONDITIONS

40.1 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Construction Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Contractor shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than ten (10) calendar days after first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Contractor's cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Document or not of an unusual nature or should have been discovered by Construction Contractor as part of its investigative services, and that no change in the terms of the Contract is justified, Owner shall so notify Construction Contractor in writing, stating its reasons. Claims by Construction Contractor in opposition to such determination by Owner must be made within ten (10) calendar days after Construction Contractor's receipt of Owner's written determination notice. If Owner and Construction Contractor cannot agree on an adjustment to the Contract Amount or Contract Time, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

41. EMPLOYMENT OF SCHOOL-AGE WORKERS

41.1 In supporting the philosophy of the Owner's drop-out prevention program, contractors and

subcontractors shall not employ school-age workers unless one of the following criteria is met: 1) completed 12th grade level education, 2) enrolled in a technical, career, or adult program, or 3) completed or enrolled in a recognized apprenticeship or trainee program.

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT B
SUPPLEMENTAL TERMS AND CONDITIONS

1. Construction Schedule: Construction Contractor shall prepare and submit to Owner and Design Professional, for their review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph 1.3 below. The approved Construction Schedule shall be attached to the GMP Amendment. The Construction Schedule shall be integrated into the Master Project Schedule included in Exhibit D and as subsequently updated.

1.1 Following development and approval of the Construction Schedule as aforesaid, Construction Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner in duplicate. No additional compensation will be due Construction Contractor for making such updates. Failure of Construction Contractor to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for Owner to find Construction Contractor in substantial default hereunder and that sufficient cause exists to terminate the Contract or to withhold payment to Construction Contractor until a schedule or schedule update acceptable to Owner is submitted.

1.2 Occupancy Schedule: Construction Contractor shall jointly develop with Design Professional and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Construction Schedule shall include the occupancy schedule items listed herein.

1.3 Schedule Format: The Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity-on-node diagram. All activity-on-node diagrams shall include the Activity Identification, Activity Description, and the type of relationship between activities, including any lead or lag time. Further, the Construction Schedule shall incorporate and be based upon the Project milestone dates set forth in Exhibit D, Master Project Schedule.

1.4 The construction time for the Work, or any milestone, shall not exceed the specified Contract Time. Logic or activity durations shall be revised in the event that any milestone or Contract completion date is exceeded in the schedule.

1.5 Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). It is understood by Owner and Construction Contractor that float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the float until it is depleted.

1.6 Schedule Update Requirements: Construction Contractor shall update the schedules monthly to show actual, current progress. The updates shall include:

1.6.1 Dates of activities' actual starts and completions.

1.6.2 Percent of Work remaining or number of days remaining for activities started but not completed as of the update date.

1.6.3 At Owner's request, a bar chart comparison of the updated schedule to the initial schedule. This diagram shall show actual and planned performance dates for all completed activities.

1.6.4 All update information shall be an accurate representation of the actual Work progress.

2. Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require that a recovery schedule for completion of the remaining Work be submitted. The Recovery Schedule must be submitted within seven (7) calendar days of Owner's request. The Recovery Schedule shall describe in detail Construction Contractor's plan to complete the remaining Work by the required Contract milestone date. The Recovery Schedule submitted shall meet the same requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Contract milestone dates.

3. Overtime: If the corrective actions contained in the revised Project Schedule require Construction Manager, or its subcontractors, to work overtime, Owner will not be liable for any resulting claims for damages, delays, extras, accelerations, compaction, disruption, lost productivity, lost efficiency, overtime, supervision, additional labor or overhead expenses. Nothing contained in the Contract Documents will be construed to require Owner to make any payments for the cost of any overtime necessarily incurred or paid by Construction Manager in order to fulfill its obligation to complete the Work in accordance with the Project Schedule or within such other time limits as may be set forth in the Contract Documents.

4. Change Orders: When a Change Order is proposed, Construction Contractor must identify all logic changes as a result of the Change Order. Construction Contractor shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, Construction Contractor will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to Construction Contractor's work. No separate payment will be made.

5. Subcontractor Change Order Pricing: Right to Verify Change Order Pricing Information. Construction Manager agrees that the Owner's Project Representative will have the right to examine the Construction Manager's records to verify the accuracy and appropriateness of the pricing data used to price Change Order Proposal Requests. Even after a Change Order Proposal Request has been approved, Construction Manager agrees that if the Owner or Owner's Project Representative later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Agreement regarding pricing of Change Orders; then an appropriate contract price reduction will be made.

6. In the event that the total of Cost of the Work, including the Construction Manager's Fee, is less than the GMP after giving effect to adjustments for changes in the Work, then the difference between the Cost of the Work, including Construction Manager's Fee and the GMP is defined herein as "Buyout Savings". All Buyout Savings shall accrue to the Owner. The tracking and reporting of Buyout Savings to the Owner's Project Representative is the responsibility of the Construction Manager. After the GMP has been "bought out", the Construction Manager is required to provide in writing, and in a format deemed suitable by the Owner, a reconciliation of the referenced savings by individual trade or subcontractor contract. The Owner's Project Representative shall review and approve the Buyout Savings reported, and the Construction Manager shall be required to modify the Schedule of Values to include a "Buyout Savings" line item. Prior to the use of Buyout Savings, the Construction Manager must submit a request, signed by the Architect, to the Owner's Project Representative for approval. All remaining Buyout Savings remaining upon completion of the project shall be returned to the Owner as Project Savings and shall exclude the Construction Manager's Fee applied at time of GMP.

END OF SUPPLEMENTAL

EXHIBIT C
INSURANCE REQUIREMENTS
CONSTRUCTION CONTRACTOR'S LIABILITY INSURANCE

The Construction Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Construction Contractor and Owner from claims set forth below which may arise out of or result from the Construction Contractor's operations under the Contract and for which the Contractor may be legally liable, such operations by the Construction Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed including private entities performing Work at the site and exempt from coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project.
2. Construction Contractor's employees or persons or entities excluded by statute from the requirements of Clause but required by the Contract Documents to provide the insurance required by the Clause.
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. claims for bodily injury or property damage arising out of completed operations; and
8. claims involving contractual liability insurance applicable to the Contractor's obligations under the indemnification provisions herein.

The Construction Contractor (unless otherwise agreed to in writing by the Owner) shall purchase and maintain the following insurance for the life of the Contract:

Commercial General Liability Insurance, written on an "occurrence" basis, with Defense Costs outside the policy limits shall be maintained by Construction Contractor. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverages. Coverage must also include Products & Completed Operations Coverage, with the Completed Operations Coverage maintained for this Project for not less than five (5) years following completion and acceptance by OWNER. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

	Contractor	Subcontractor
COMMERCIAL GENERAL LIABILITY		
Limits of Liability:		
General Aggregate - Annual	\$2,000,000	\$1,000,000
Products/Completed Operations Aggregate - Annual	Greater of \$2,000,000 or 100% of Construction Cost	\$1,000,000
Contractual Liability	\$2,000,000included	\$1,000,000included
Each Occurrence	\$1,000,000	\$1,000,000
Personal and Advertising Injury	\$1,000,000	\$1,000,000
Fire Legal Liability	\$50,000	\$50,000
Medical Payments	\$5,000	\$5,000
Max. Self-Insured Retention / Deductible	\$50,000	\$50,000

Commercial General Liability Form to be used is CG00 01 04 13

Form includes X, C & U and Contractual Liability.

Aggregate Products/Completed Operations requirements may be provided by either primary placement or a combination of primary and umbrella liability coverage.

COMMERCIAL UMBRELLA / EXCESS LIABILITY	Contractor	
Limits of Liability:		
General Aggregate	\$10,000,000	
Each Occurrence	\$10,000,000	
Max. Self-Insured Retention / Deductible	\$50,000	

Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a “following form” basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall apply separately to this Project, and the specific project aggregate limits shall be evidenced by the use of an endorsement approved by OWNER.

AUTOMOBILE LIABILITY	Contractor	Subcontractor
Limits of Liability:		
Bodily Injury or Property Damage	\$1,000,000	\$1,000,000
Combined Single Limit		
Personal Injury Protection (No Fault)	Statutory	Statutory
Hired – Non-Owned Liability	\$1,000,000	\$1,000,000

	Contractor	Subcontractor
WORKERS COMPENSATION		
*If sole proprietor, copy of exemption form required with bid response [FI § 440.05(2)]		
Limits of Liability:		
Workers Compensation	Statutory	Statutory
Employer's Liability – Each Accident	\$100,000	\$100,000
Employer's Liability – Policy Limit by Disease	\$500,000	\$500,000
Employer's Liability – Each Employee by Disease	\$100,000	\$100,000

BUILDERS RISK	
Owner purchases complete value coverage on a per project basis excluding ALL contractors/subcontractors property and equipment	

POLLUTION LIABILITY	
Limits to be determined on a per project basis	

Annual Aggregate Declining Balance: When claims paid under policy(ies) provided hereunder reduce the annual aggregate limit below required limits, the Construction Contractor shall immediately take steps to have the aggregate limit reinstated, at their own expense.

The insurance required by this Section shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages shall be written on an "occurrence" basis with Defense Costs outside the limit, and shall be maintained without interruption from date of commencement of the work, until Final Completion of the work.

Before construction begins, Certificate(s) of Insurance confirming insurance requirements must be provided to Owner for Owner's insurance broker compliance review and acceptance. All Certificate(s) of Insurance must reference project name and project description, including address. These certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage below limits established herein on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Construction Contractor with reasonable promptness in accordance with the Construction Contractor's information and belief. All written notices to be given to Owner shall be given by registered mail, return receipt requested. The Construction Contractor shall furnish to the Owner or Owner's Representative copies of any endorsements that are subsequently issued amending coverage or limits. Failure of the Construction Contractor to obtain and maintain required insurance shall be grounds for termination of the Contract by the Owner. The Owner shall be listed as an additional insured by appropriate endorsements concerning all General and Umbrella insurance coverages furnished by Construction Contractor.

The Construction Contractor shall carry sufficient comprehensive insurance on Construction Contractor's equipment at the site and in transit to and from the site. It is expressly understood that the Owner and Design Professional shall have no liability for damage to Construction Contractor's equipment.

The Construction Contractor shall remain fully liable and responsible for all obligations under the Contract Documents, whether or not the insurance provided by him is approved by the Owner or Design Professional and whether or not it is sufficient in amount, quality and coverage to protect him against such liability, and shall pay and make good all such obligations to the full extent such insurance does not cover them.

EXHIBIT D
MASTER PROJECT SCHEDULE

The Master Project Schedule and full Scope of Work is undetermined at this time. The schedule is developed around the project scope of work and will be included with the Guaranteed Maximum Price Amendment. The intent of this initial contract is for Preconstruction Services.

EXHIBIT E
CONTRACTOR'S STAFFING SCHEDULE

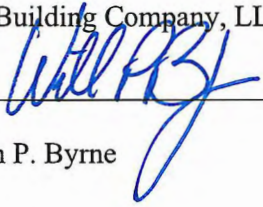
Position	Name	% of Time
Project Executive	Bill Byrne	5%
Operations Manager	Michael Wilson	20%
General Superintendent	Rick Guerra	20%
Project Manager	Marshall Quarles	100%
Asst. Project Manager	Matt O'Neil	100%
Superintendent	Brian Pearson	100%
Assistant Superintendent	Michael Hobbs	100%
Project Administrator	Laya Martinez	100%
Home Office Administrator	Paula Gresham	10%
Project Accountant	TBD	15%
Safety Director/Inspector	Frank Quarrella	10%

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, the undersigned hereby certifies that wage rates and salary costs, other factual unit costs supporting the compensation for the construction management services of CONTRACTOR to be provided under this Agreement are accurate complete and current at the time of execution of this Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any sums by which the Owner determines the Agreement amount was increased due to inaccurate, incomplete or non-current wage rates, salary costs, and other factual unit costs and that such original Agreement adjustments shall be made within one year following the end of the Agreement.

CONTRACTOR: Ajax Building Company, LLC.

By:



Print Name: William P. Byrne

Title: President

Date:

5-5-2020



May 5, 2020

Mr. Doug Pryor
Facilities Planner
Monroe County School District
1310 United Street
Key West, Florida 33040

Re: Sugarloaf School

Dear Doug,

We are pleased to provide our proposal for Preconstruction Services for the Sugarloaf School Project. Our proposal is based on the following services:

- Provide budget estimating at Programming, Schematic, Design Development and 50% Working Drawings phases.
- Provide a GMP based on subcontractor bids at 100% Working Drawings.
- Provide constructability review at Design Development, 50% and 100% Working Drawing Phases.
- Provide Design Document Review Reports at completion of each design phase and a GMP Proposal book at GMP phase.
- Provide BIM overview review at 50% documents.
- Provide BIM Clash detection analysis on 100% documents.
- Provide Value Engineering Suggestions at Schematics and Design Development Phases.
- Provide Value Management and Budget control services to assist design team in designing to the Owner's Construction Budget.
- Develop a Master Project Schedule for overall framework for the project. Develop a full procurement and construction schedule as the design is completed.
- Develop trade packages to bid out the work to available subcontractors. Develop bidder interest and prequalify potential bidders. Documents used for bidding are assumed to be paid for by the subcontractors.

We propose to furnish the above listed services for the lump sum price of \$188,168.00. Payment for services will be at completion of each deliverable as outlined below

- | | |
|-------------------------|----------|
| • Programming | \$16,076 |
| • Schematic Documents | \$18,235 |
| • Design Development | \$37,409 |
| • 60% Working Drawings | \$52,005 |
| • 100% Working Drawings | \$64,443 |

As this proposal is being offered as a lump sum, it is not subject to the audit provisions of the CM agreement.

We have not included any costs for permit fees. If permit costs are incurred during the preconstruction phase, they will be handled as a reimbursable item.

Based on our previous discussions on what items that we typically invoice for as a job cost, we propose a Construction Phase Fee of 4.8% of the GMP.

We look forward to working with you and your team on this project. If you have any questions, please feel free to give me a call.

Sincerely,
Ajax Building Company, LLC

Michael A. Wilson
Operations Manager

SUGARLOAF SCHOOL

Ajax Building Company, LLC - Preconstruction Phase Fee Proposal

I. Programming / Conceptual Design Phase	3 Months	
Preconstruction		\$16,076
II. Schematic Design Phase	2 Months	
Preconstruction		\$18,235
III. Design Development Phase	3 Months	
Preconstruction		\$37,409
IV. 50% Documents Phase	2 Months	
Preconstruction		\$52,005
V. 100% Construction Document Phase & GMP	2 Months	
Preconstruction		\$64,443

	PRECONSTRUCTION FEE	\$188,168
12 Months	TOTAL	\$188,168

Budget: \$25,000,000
Design Phase Fee % of Budget = 0.75%

SUGARLOAF SCHOOL

Ajax Building Company, LLC - Preconstruction Phase Fee Proposal

I. Programming / Conceptual Design Phase

3 Months

Project Personnel

Description	Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total
Project Executive	12	2	24	Man Hours	\$120.19	\$2,885
Operations Manager	12	6	72	Man Hours	\$82.93	\$5,971
Project Manager	0	0	0	Man Hours	\$50.48	\$0
Assistant Project Manager	0	0	0	Man Hours	\$36.54	\$0
Project Superintendent	0	0	0	Man Hours	\$48.32	\$0
Project Administrator	0	0	0	Man Hours	\$28.00	\$0
Chief Estimator	1	24	24	Man Hours	\$55.29	\$1,327
Estimator	0	0	0	Man Hours	\$43.27	\$0
BIM Coordinator	0	0	0	Man Hours	\$45.67	\$0
Subtotal - Project Personnel						\$10,183
Labor Burden @ 44.86%						\$4,568
TOTAL - PROJECT PERSONNEL						\$14,751

Materials and Equipment

Description	Quantity	Unit	Unit Cost	Total
Policy & Procedure Manual	1	Each	\$125.00	\$125
Project Schedule	1	Each	\$150.00	\$150
Schedule Updates	2	Each	\$150.00	\$300
Mileage	0	Miles	\$0.445	\$0
Air Travel	0	Each	\$400.00	\$0
Hotel	0	Each	\$300.00	\$0
Rental Car	0	Each	\$125.00	\$0
Deliverable Reports	1	Each	\$100.00	\$100
Construction Document Reproductions*	0	Sets	\$125.00	\$0
Data Processing	3	Each	\$150.00	\$450
Postage	0	Each	\$50.00	\$0
Project Photographs	0	Each	\$50.00	\$0
Communications	3	Each	\$50.00	\$150
Office Supplies	1	Each	\$50.00	\$50
TOTAL - MATERIALS & EQUIPMENT				\$1,325

TOTAL PROGRAMMING / CONCEPTUAL PHASE \$16,076

SUGARLOAF SCHOOL

Ajax Building Company, LLC - Preconstruction Phase Fee Proposal

II. Schematic Design Phase

2 Months

Project Personnel

Description	Weeks	Hours/Week	Man Hours	Unit	Unit Cost	Total
Project Executive	8	2	16	Man Hours	\$120.19	\$1,923
Operations Manager	8	8	64	Man Hours	\$82.93	\$5,308
Project Manager	0	0	0	Man Hours	\$50.48	\$0
Assistant Project Manager	0	0	0	Man Hours	\$36.54	\$0
Project Superintendent	0	0	0	Man Hours	\$48.32	\$0
Project Administrator	0	0	0	Man Hours	\$28.00	\$0
Chief Estimator	2	16	32	Man Hours	\$55.29	\$1,769
Estimator	2	24	48	Man Hours	\$43.27	\$2,077
BIM Coordinator	0	0	0	Man Hours	\$45.67	\$0
Subtotal - Project Personnel						\$11,077
Labor Burden @ 44.86%						\$4,969
TOTAL - PROJECT PERSONNEL						\$16,046

Materials and Equipment

Description	Quantity	Unit	Unit Cost	Total
Policy & Procedure Manual Updates and Revisions	0	Each	\$125.00	\$0
Schedule Updates	2	Each	\$150.00	\$300
Mileage	1660	Miles	\$0.445	\$739
Air Travel	0	Each	\$350.00	\$0
Hotel	2	Each	\$250.00	\$500
Rental Car	0	Each	\$100.00	\$0
Deliverable Reports	1	Each	\$100.00	\$100
Construction Document Reproductions*	1	Sets	\$100.00	\$100
Data Processing	2	Each	\$150.00	\$300
Postage	0	Each	\$50.00	\$0
Project Photographs	0	Each	\$50.00	\$0
Communications	2	Each	\$50.00	\$100
Office Supplies	1	Each	\$50.00	\$50
TOTAL - MATERIALS & EQUIPMENT				\$2,189
TOTAL SCHEMATIC PHASE				\$18,235

SUGARLOAF SCHOOL

Ajax Building Company, LLC - Preconstruction Phase Fee Proposal

III. Design Development Phase

3 Months

Project Personnel

Description	Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total
Project Executive	12	2	24	Man Hours	\$120.19	\$2,885
Operations Manager	12	8	96	Man Hours	\$82.93	\$7,962
Project Manager	12	4	48	Man Hours	\$50.48	\$2,423
Assistant Project Manager	12	8	96	Man Hours	\$36.54	\$3,508
Project Superintendent	1	16	16	Man Hours	\$48.32	\$773
Project Administrator	12	2	24	Man Hours	\$28.00	\$672
Chief Estimator	2	8	16	Man Hours	\$55.29	\$885
Estimator	2	40	80	Man Hours	\$43.27	\$3,462
BIM Coordinator	1	16	16	Man Hours	\$45.67	\$731
Subtotal - Project Personnel						\$23,299
Labor Burden @ 44.86%						\$10,452
TOTAL - PROJECT PERSONNEL						\$33,751

Materials and Equipment

Description	Quantity	Unit	Unit Cost	Total
Policy & Procedure Manual	0	Each	\$125.00	\$0
Project Schedule	0	Each	\$150.00	\$0
Schedule Updates	3	Each	\$150.00	\$450
Mileage	2490	Miles	\$0.445	\$1,108
Air Travel	0	Each	\$350.00	\$0
Hotel	3	Each	\$250.00	\$750
Rental Car	0	Each	\$100.00	\$0
Deliverable Reports	1	Each	\$200.00	\$200
Construction Document Reproductions*	1	Sets	\$250.00	\$250
Data Processing	3	Each	\$150.00	\$450
Postage	0	Each	\$50.00	\$0
Project Photographs	0	Each	\$50.00	\$0
Communications	3	Each	\$100.00	\$300
Office Supplies	3	Each	\$50.00	\$150
TOTAL - MATERIALS & EQUIPMENT				\$3,658
TOTAL DESIGN DEVELOPMENT PHASE				\$37,409

SUGARLOAF SCHOOL

Ajax Building Company, LLC - Preconstruction Phase Fee Proposal

IV. 50% Documents Phase

2 Months

Project Personnel

Description	Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total
Project Executive	8	2	16	Man Hours	\$120.19	\$1,923
Operations Manager	8	20	160	Man Hours	\$82.93	\$13,269
Project Manager	8	20	160	Man Hours	\$50.48	\$8,077
Assistant Project Manager	8	8	64	Man Hours	\$36.54	\$2,338
Project Superintendent	1	16	16	Man Hours	\$48.32	\$773
Project Administrator	8	2	16	Man Hours	\$28.00	\$448
Chief Estimator	3	8	24	Man Hours	\$55.29	\$1,327
Estimator	3	40	120	Man Hours	\$43.27	\$5,192
BIM Coordinator	1	16	16	Man Hours	\$45.67	\$731
Subtotal - Project Personnel						\$34,079
Labor Burden @ 44.86%						\$15,288
TOTAL - PROJECT PERSONNEL						\$49,367

Materials and Equipment

Description	Quantity	Unit	Unit Cost	Total
Policy & Procedure Manual	0	Each	\$125.00	\$0
Project Schedule	0	Each	\$150.00	\$0
Schedule Updates	2	Each	\$150.00	\$300
Mileage	1660	Miles	\$0.445	\$739
Air Travel	0	Each	\$350.00	\$0
Hotel	2	Each	\$250.00	\$500
Rental Car	0	Each	\$100.00	\$0
Deliverable Reports	1	Each	\$100.00	\$100
Construction Document Reproductions*	1	Sets	\$400.00	\$400
Data Processing	2	Each	\$150.00	\$300
Postage	0	Each	\$50.00	\$0
Project Photographs	0	Each	\$50.00	\$0
Communications	2	Each	\$100.00	\$200
Office Supplies	2	Each	\$50.00	\$100
TOTAL - MATERIALS & EQUIPMENT				\$2,639
TOTAL 50% DOCUMENTS PHASE				\$52,005

SUGARLOAF SCHOOL

Ajax Building Company, LLC - Preconstruction Phase Fee Proposal

V. 100% Construction Document Phase & GMP

2 Months

Project Personnel

Description	Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total
Project Executive	8	2	16	Man Hours	\$120.19	\$1,923
Operations Manager	8	8	64	Man Hours	\$82.93	\$5,308
Project Manager	8	40	320	Man Hours	\$50.48	\$16,154
Assistant Project Manager	8	40	320	Man Hours	\$36.54	\$11,692
Project Superintendent	1	24	24	Man Hours	\$48.32	\$1,160
Project Administrator	8	16	128	Man Hours	\$28.00	\$3,584
Chief Estimator	3	2	6	Man Hours	\$55.29	\$332
Estimator	3	4	12	Man Hours	\$43.27	\$519
BIM Coordinator	1	24	24	Man Hours	\$45.67	\$1,096
Subtotal - Project Personnel						\$41,768
Labor Burden @ 44.86%						\$18,737
TOTAL - PROJECT PERSONNEL						\$60,505

Materials and Equipment

Description	Quantity	Unit	Unit Cost	Total
Policy & Procedure Manual	0	Each	\$125.00	\$0
Project Schedule	0	Each	\$150.00	\$0
Schedule Updates	2	Each	\$150.00	\$300
Mileage	1660	Miles	\$0.445	\$739
Air Travel	0	Each	\$350.00	\$0
Hotel	2	Each	\$250.00	\$500
Rental Car	0	Each	\$100.00	\$0
Deliverable Reports	1	Each	\$100.00	\$100
Construction Document Reproductions*	1	Sets	\$1,500.00	\$1,500
Data Processing	2	Each	\$150.00	\$300
Postage	2	Each	\$50.00	\$100
Project Photographs	0	Each	\$50.00	\$0
Communications	2	Each	\$150.00	\$300
Office Supplies	2	Each	\$50.00	\$100
TOTAL - MATERIALS & EQUIPMENT				\$3,939

TOTAL CONSTRUCTION DOCUMENTS PHASE \$64,443

*Does not include Subcontractor bid sets which are a cost of the work.

SUGARLOAF SCHOOL

Ajax Building Company, LLC - Preconstruction Phase Fee Proposal

SUMMARY		
	Programming / Conceptual Phase	\$16,076
	Schematic Phase	\$18,235
	Design Development Phase	\$37,409
	50% Documents Phase	\$52,005
	Construction Documents Phase	\$64,443
TOTAL DESIGN PHASE FEE		\$188,168

Total Design-Build Budget = \$25,000,000
Design Phase Fee % of Design-Build = 0.75%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2020

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 have **ADDITIONAL INSURED** provisions or 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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Ajax Building Company, LLC Global Infrastructure Solution, Inc. 1080 Commerce Boulevard Midway, FL 32343	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: XL Specialty Insurance Company INSURER C: ACE Property and Casualty Insurance Company INSURER D: N/A INSURER E: Arch Indemnity Insurance Company INSURER F:
CN101636071-AJAX-GAWUC-20-21	NAIC # 11150 37885 20699 N/A 30830

COVERAGES

CERTIFICATE NUMBER:

NYC-010884917-03

REVISION NUMBER: 7

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			11PKG8914311 SIR: \$750,000 - NEW YORK ONLY SIR: \$500,000 - ALL OTHER STATES SEE ACORD 101 FOR LIMITS	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,250,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,250,000 GENERAL AGGREGATE \$ 4,500,000 PRODUCTS - COMP/OP AGG \$ 4,500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			11PKG8914311 (AOS) 11CAB8914411 (MA)	01/01/2020 01/01/2020	01/01/2021 01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			US00064696L19A (\$10,000,000)	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XSM G2819884A 003 (\$15,000,000)	01/01/2020	01/01/2021	\$
A	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N	N / A	11WCI8914211 (AOS) 14WCI8925111 (CA,IL,MD,NY,PA,TX)	01/01/2020 01/01/2020	01/01/2021 01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Sugarloaf School CMAR Renovation - Sugarloaf School CMAR - 255 Crane Blvd, Sugarloaf Key, FL 33042

The School Board of Monroe County, Florida, a body corporate; the Monroe County Public School System; and all authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of The School Board of Monroe County are included as an Additional Insured (except for Workers Compensation) as required by written contract. This insurance is primary and non-contributory with respects to General Liability.

CERTIFICATE HOLDER

Monroe County School District
241 Trumbo Road
Key West, FL 33040

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
of Marsh USA Inc.

Susan C. Ricciardi

Susan C. Ricciardi

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Ajax Building Company, LLC Global Infrastructure Solution, Inc. 1080 Commerce Boulevard Midway, FL 32343
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

GENERAL LIABILITY - ALL OTHER STATES (EXCLUDES NEW YORK) LIMITS:

EACH OCCURRENCE - \$2,500,000
DAMAGE TO RENTED PREMISIS (EA OCC) - \$300,000
MED EXP (ANY ONE PERSON) - \$10,000
PERSONAL & ADV INJURY - \$2,500,000
GENERAL AGGREGATE - \$5,000,000
PRODUCTS - COMP/OPS AGG - \$5,000,000

MARK T. PORTER
Superintendent of Schools



Members of the Board

District # 3
MINDY CONN
Chairwoman

District #4
JOHN DICK
Vice-Chairman

District # 1
BOBBY HIGHSMITH

District # 2
ANDY GRIFFITHS

District # 5
DR. SUE WOLTANSKI

NOTICE OF INTENDED AGENCY ACTION: Notice of Intent to Negotiate

Bid No: RFQ 2020020

Name of Bid: Sugarloaf School CMAR

Post Date: 4/13/20

Notice Post Time: 5:00 PM

Selection Committee Recommendation: Ajax Building, LLC

Failure to file a protest within the time prescribed in Florida Statutes Chapter 120.57(3), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after posting of the notice of decision or intended decision. Failure to post the required bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests must be filed with the Internal Services Department/Purchasing Division, Monroe County School District, 241 Trumbo Road, Key West, Florida.

In accordance with Monroe County School Board Policy 6320 as posted on www.keysschools.com: The minimum required bond for protest is \$10,000.00 or 5%, whichever is greater. Review Paragraph 32 of the "General Terms and Conditions" in the released solicitation for procedures.

I hereby certify that the above statements are correct. I further certify that the award of this bid is made in accordance with Section 287, Florida Statute and Chapter 60-A-1, Florida Administrative Code.

Suanne C. Lee
Director of Internal Services

INTERNAL SERVICES DEPARTMENT
Purchasing | Property | Contracts | Records Management Divisions
241 Trumbo Road | Key West, FL 33040 | O: (305) 293-1400 | F: (305) 293-1408
www.KeysSchools.com

Ajax



INNOVATIVE
CONSTRUCTION
SERVICES
SINCE 1958



MONROE COUNTY SCHOOL DISTRICT
RFQ 2020020
SUGARLOAF SCHOOL CMAR

ajaxbuilding.com
follow us [f](#) [t](#) [in](#) [ig](#) @ajaxbuilding



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Tampa Office
109 Commerce Blvd.
Oldsmar, FL 34677
813.792.3900
www.ajaxbuilding.com

April 13, 2020

Ms. Suanne Lee – Director of Internal Services
Monroe County School District
Purchasing Department, Room 119
241 Trumbo Road
Key West, Florida 33040



AL – 54552
FL – CGC#042112
GA – GCCO 006464
GA – GCCQA 006462
NC – 83194
SC – G122422
TN – 74075

RE: RFQ 2020 – Sugarloaf School Construction Manager at Risk

Dear Ms. Lee and Selection Committee Members:

Ajax Building Company is pleased to present our qualifications for Construction Management at Risk Services on the Sugarloaf School Project. Ajax has a successful track record in K-12, having successfully completed over \$1.6 Billion for 25 School Districts over our 62-year history. We are fortunate to share a 10-year history within Monroe County and we value and respect the working relationship we have built with the Monroe County School District over the past 3 years. We hope to continue the tradition of excellence with the Sugarloaf School.

The project team selected for this project, Marshall Quarles – Project Manager, Brian Pearson – Superintendent, Matt O'Neill – Assist. PM and Michael Hobbs – Asst. Superintendent, have experience with the School District, phased and occupied campus projects and understand your policies, procedures, standards and expectations. Just as important, they understand the importance of fostering essential relationships with the local subcontractor market and it is evident from both our past success, Gerald Adams Elementary School and Marathon High School Athletic Complex, as well as our on-going projects, Stanley Switlik Elementary School and the Transportation and Internal Services Project.

Ajax has developed a strong foundation in Monroe County by being a collaborative partner to the School District, design teams, subcontractors and the community. Our process is delivered in an open book fashion that promotes transparency throughout the the project. In addition, we will work closely with Principal Russell when developing our 3D site utilization plans to demonstrate how the campus will evolve during construction, giving him the confidence that we will make the staff and student's safety/security our first priority.

We appreciate your time in reviewing our qualifications and we hope to have the opportunity to present our team and ideas to the Selection Committee. Should you have any additional questions, please do not hesitate to call me directly at 813-927-5063 or at bill.byrne@ajaxbuilding.com.

Sincerely,
Ajax Building Company, LLC

William P. Byrne
President



1. BID PACKAGE REQUIRED DOCUMENTS

RFQ 2020020 Sugarloaf School CMAR

District School Board of Monroe County
Internal Services Department / Purchasing Division

PROPOSAL FORM

RFQ 2020020 – Sugarloaf School - Construction Manager at Risk

BID DUE /BID OPENING DATE/TIME: April 13, 2020 at 10:00 a.m.

**PROPOSALS MUST BE SUBMITTED ELECTRONICALLY
TO WWW.DEMANDSTAR.COM. HARD COPY OR EMAIL
PROPOSALS WILL NOT BE ACCEPTED.**

**PLEASE BE SURE THAT THE NAME OF
YOUR COMPANY APPEARS ON EACH
PAGE OF THIS PROPOSAL FORM.**

**IF SIGNED BY AN AGENT OF NAMED COMPANY
WRITTEN EVIDENCE FROM THE OWNER OF
RECORD OF HIS/HER AUTHORITY MUST
ACCOMPANY THIS PROPOSAL.**

Ajax Building Company, LLC

NAME OF COMPANY

109 Commerce Blvd. Oldsmar FL 34677

ADDRESS OF COMPANY

William P. Byrne

PRINT NAME OF AUTHORIZED SIGNATURE

bill.bryne@ajaxbuilding.com

EMAIL ADDRESS

813.792.3900

813.792.3938

TELEPHONE No.

FAX

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 36 inclusive of this Request for Proposal, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda; and understand that the following are requirements of this RFQ and failure to comply will result in disqualification of proposal submitted; proposer has not divulged discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of

Proposer's Authorized Representative (blue ink preferred on original)

Date 4/10/20

Proposer's Authorized Representative

William P. Byrne

Title of Proposer's Authorized Representative

President

RFQ 2020020 Sugarloaf School CMAR

ACKNOWLEDGMENT OF ADDENDUM

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via www.demandstar.com.

ADDENDUM NO. 1 DATED 3/4/20

ADDENDUM NO. 2 DATED 3/5/20

ADDENDUM NO. 3 DATED 3/24/20

ADDENDUM NO. 4 DATED 3/31/20

ADDENDUM NO. DATED

ADDENDUM NO. DATED

Date: 4/10/20



Applicant's Signature

RFQ 2020020 Sugarloaf School CMAR

CONTRACTOR RULES

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Monroe County School projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor/vendor. Please sign these rules and indicate the contractor/vendor's agreement to follow them.

- Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.
- Convicted felons and employees with a past history of child abuse or molestation shall not be used on Monroe County School projects.
- The schools are "Drug Free Zones," use or possession of illegal substances and alcohol in any form are prohibited.
- The schools are "Tobacco Free," no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.
- Vulgar language or gestures discernible to students or school staff is prohibited.
- Fighting or physically abusive actions of a similar nature are prohibited.
- Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.
- Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.
- Pets are not allowed on campus.

Signature

William P. Byrne

Printed Name

4/10/20

Date

RFQ 2020020 Sugarloaf School CMAR

DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

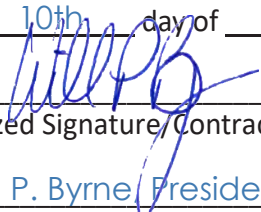
(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this 10th day of April, 2020.

By


Authorized Signature/Contractor

William P. Byrne President

Typed Name/Title

Ajax Building Company, LLC

Contractor's Firm Name

109 Commerce Blvd.

Street Address

Oldsmar FL 34677

City/State/Zip Code

813.792.3900

Area Code/Telephone Number

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, an proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tie vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements



Vendor's Signature

RFQ 2020020 Sugarloaf School CMAR

NON-COLLUSION AFFIDAVIT

I, William P. Byrne of the City of Oldsmar
according to law on my oath, and under penalty of perjury, depose and say that;

1) I am Ajax Building Company, LLC, the bidder making the proposal for the
project described as follows:

RFQ 2020020, Sugarloaf School CMAR

2) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to proposal opening, directly or indirectly, to any other bidder to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, an proposal for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County School District relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

William P. Byrne
Signature of Authorized Representative

4/10/20

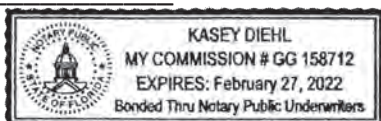
Date

STATE OF Florida,

COUNTY OF Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority, William P. Byrne,
who, X being personally known, or having produced
as identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this 10th day of April, 20 20.

Kasey Diehl
NOTARY PUBLIC



2/27/22

My Commission Expires:

RFQ 2020020 Sugarloaf School CMAR

MONROE COUNTY SCHOOL DISTRICT
BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, William P. Byrne, of the City/Township/Parrish of Oldsmar, State of Florida, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:

Name of company/vendor: Ajax Building Company, LLC

Nature of services presently being offered to School District: Construction Manager at Risk for RFQ 2020020, Sugarloaf School CMAR

2) (CHECK ONE BOX) ☐ I have (OR) ☒ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. _____

3) (CHECK ONE BOX) ☐ I have (OR) ☒ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) _____

The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project. I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.

4/10/20

Date

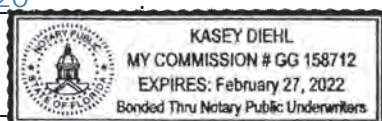
(Signature of Authorized Representative)

STATE OF Florida
COUNTY OF Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority, William P. Byrne who, ☒ being personally known or ☐ having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this 10th day of April 20 20

Kasey Diehl

NOTARY PUBLIC



2/27/22

My commission expires:

RFQ 2020020 Sugarloaf School CMAR

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Ajax Building Company, LLC

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section (1).
4. In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Applicant's Signature

4/10/20

Date

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line: do not leave this line blank. Ajax Building Company, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 109 Commerce Blvd.	Requester's name and address (optional)
6 City, state, and ZIP code Oldsmar FL 34677	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
5	9	-	0	9	6	9	7	0	9

Part II Certification

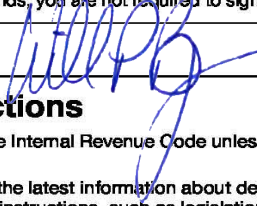
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►



Date ► **4/10/20**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RFQ 2020020 Sugarloaf School CMAR

**Monroe County School District
Vendor Information Sheet**

Vendor Name:	<u>Ajax Building Company, LLC</u>		
Federal EIN/SSN:	<u>59-0969709</u>		
Primary Address:	<u>109 Commerce Blvd.</u> <u>Oldsmar FL 34677</u> <u></u> <u></u>		
Payment Address:	<u>109 Commerce Blvd.</u> <u>Oldsmar FL 34677</u> <u></u> <u></u>		
Contact Name:	<u>William P. Byrne</u>		
Phone:	<u>813.792.3900</u>	ext.	<u></u>
Fax:	<u>813.792.3938</u>		
E-Mail:	<u>bill.byrne@ajaxbuilding.com</u>		

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

[Please see following page.](#)

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to:

Monroe County School District
(print name of the public entity)

- by William P. Byrne, President
(print individuals name and title)

- for Ajax Building Company, LLC
(print name of entity submitting sworn statement)

whose business address is:

109 Commerce Blvd. Oldsmar, FL 34677

and if (applicable) its Federal Employer Identification Number (FEIN) is

59-0969709

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal, or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, non jury trial or entry of a Plea of guilty of nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means."
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of income among persons when not for fair market value under an arms length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the transact business with a public entity. The term "Persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relationship to the entity submitting this sworn statement **[indicate which statement applies]**

7. X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**)

I UNDERSTAND THAT THE SUBMISSIONS OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

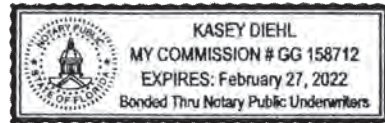

_____[signature]
William P. Byrne, President
Ajax Building Company, LLC

Sworn to and subscribed before me this 10th day of April, 2020.

Personally known to me X

OR Produced identification

(Type of identification)





Notary Public State of Florida

My commission expires: Feb. 27th, 2022

Kasey H. Diehl

(Printed, typed or stamped commissioned name of notary public)

2. RELATED PROJECT EXPERIENCE

We Love What We Do

We have been building amazing spaces for our clients for 62 years, and it's still just as rewarding as when we started. We love tackling the challenges that each project brings, solving the puzzles that each presents and building relationships with new colleagues and old friends with every new project we undertake.



A. RELEVANT K - 12 EXPERIENCE

PROJECT	OCCUPIED CAMPUS	PHASED CONSTRUCTION	21 ST CENTURY LEARNING	SAME PROPOSED TEAM MEMBERS
MONROE COUNTY SCHOOL DISTRICT STANLEY SWITLIK ELEMENTARY SCHOOL	✓	✓	✓	✓
MONROE COUNTY SCHOOL DISTRICT GERALD ADAMS ELEMENTARY SCHOOL	✓	✓	✓	✓
MONROE COUNTY SCHOOL DISTRICT MARATHON HIGH SCHOOL ATHLETIC COMPLEX	✓	✓		✓
PINELLAS COUNTY SCHOOLS LYNCH ELEMENTARY SCHOOL	✓	✓	✓	✓
SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOLS MAY HOWARD ELEMENTARY SCHOOL	✓	✓	✓	✓

B. COMPARABLE PROJECTS

PROJECT	OCCUPIED CAMPUS	PHASED CONSTRUCTION	SAME PROPOSED TEAM MEMBERS
EASTERN FLORIDA STATE COLLEGE SPORTS COMPLEX	✓	✓	✓
EASTERN FLORIDA STATE COLLEGE HEALTH SERVICES	✓		✓
PASCO COUNTY SCHOOLS SANDERS ELEMENTARY SCHOOL		✓	✓
COLLEGE OF THE FLORIDA KEYS CONTINUING SERVICES	✓		✓
COLLEGE OF THE FLORIDA KEYS MARINE TECH	✓		✓



MONROE COUNTY SCHOOL DISTRICT STANLEY SWITLIK ELEMENTARY SCHOOL

Marathon, FL

SERVICE PROVIDED:

Construction Management at Risk

COST:

\$38,252,165

SIZE:

87,554 SF

COMPLETION DATE:

August 2020

CONTACT:

Douglas Pryor
Facilities Planner
305.407.6251
douglas.pryor@keysschools.com

ARCHITECT:

Harvard Jolly Architects
Stephen Johnson
727.896.4611
s.johnson@harvardjolly.com

OCCUPIED CAMPUS PHASED CONSTRUCTION 21ST CENTURY LEARNING SAME PROPOSED TEAM MEMBERS TRANSPORTATION MAINTENANCE BUILDING

The project encompasses the partial replacement and renovations to an existing school, reconfigured and added parking areas and the addition of a bus maintenance facility totaling 87,554 SF. The original two story administration building was demolished and replaced by two buildings, a single story administration building and a two story classroom building. Another existing two story classroom building and the cafeteria building will be renovated. New construction is concrete tilt wall panels with standing seam metal roofs, impact windows and state of the art audio/visual systems in each classroom utilizing interactive boards and teaching walls. The site will be raised five feet above current conditions to address storm surge and potential flooding issues in the Florida Keys. The existing school will remain occupied and operational during construction requiring a multi-phased construction sequence along with the use of a portable classroom building temporary campus to house the displaced administration and classrooms spaces during the renovation.

TEAM MEMBERS	PROPOSED
Bill Byrne, Principal in Charge	✓
Mike Wilson, Operations Manager	✓
Rick Guerra, General Superintendent	✓
Brian Pearson, Superintendent	✓
Michael Hobbs, Asst Superintendent	✓
Jeff Stephenson, Chief Estimator	✓
Marc Reeves, Dir. Risk Management	✓



MONROE COUNTY SCHOOL DISTRICT GERALD ADAMS ELEMENTARY SCHOOL

Key West, FL

SERVICE PROVIDED:

Construction Manager at risk

COST:

\$36,504,436

SIZE:

98,000 SF

COMPLETION DATE:

August 2019

CONTACT:

Douglas Pryor
Facility Planner
305.293.1400
Douglas.Pryor@keysschools.com

ARCHITECT:

Harvard Jolly
Stephen Johnson
727.896.4611
s.johnson@harvardjolly.com

OCCUPIED CAMPUS PHASED CONSTRUCTION 21ST CENTURY LEARNING SAME PROPOSED TEAM MEMBERS

The new Gerald Adams Elementary School provides a state-of-the-art 21st century learning environment for the community. The 98,000 SF school was built as a multi-structure, two-story facility incorporating the latest features in flexible learning spaces, technology and security as well as being designed to provide a safe, environmentally friendly campus.

The new 41 classroom school was constructed on the existing school site, allowing the existing structures to be utilized during construction. The existing school buildings were razed once the new school building was complete to allow for redevelopment of the site. This required the work on this project to be phased in a way to not disrupt school activities during the construction process. Utilities and other critical infrastructure were designed to enable potential future expansion on the property. The new school facility was built based on the specified Green Globes standards, although no certification was sought. Sustainable systems / components include, low VOC flooring, LED light fixtures with occupancy sensors and high Solar Reflective Index (SRI) value roof materials. MEP commissioning of systems was also performed.

TEAM MEMBERS

PROPOSED

Bill Byrne, Principal in Charge	✓
Mike Wilson, Operations Manager	✓
Rick Guerra, General Superintendent	✓
Marshall Quarles, Project Manager	✓
Matthew O'Neill, Asst Project Manager	✓
Michael Hobbs, Asst Superintendent	✓
Jeff Stephenson, Chief Estimator	✓
Marc Reeves, Dir. Risk Management	✓

Gerald Adams Elementary School
5855 College Road ~ Key West, Florida 33040

Telephone 305-293-1609

Fax 305-293-1608



June 11, 2019

To Whom It May Concern:

Please accept this letter as my highest recommendation of the firm, Ajax Building Corporation. I have had the opportunity and distinct pleasure to work with Ajax for the past two years during the building of our new \$40 million elementary school.

Ajax has demonstrated professionalism, quality work and genuine concern for the students and staff throughout this project. Subsequently this caliber of work has earned their company several other projects in our school district.

In the two years that I have worked directly with Ajax, it is apparent that they retain and utilize quality sub-contractors and suppliers and thus have been able to maintain schedules and timelines and all project deadlines have been met. Additionally, safety for all has been a paramount priority and true regard for students and staff and maintaining regular operation in the school has been held in high regard. Ajax has proven their ability to collaborate and be team players and have demonstrated the willingness to be flexible with on-site school schedules.

The key to Ajax's success is the commitment to high quality personnel. Our project manager, James Marini, and his extraordinary team have been involved and accessible throughout the project and they have consistently communicated schedules and updates throughout this process. Client relationships and satisfaction are a priority.

Ajax is an amazing firm that has earned continued work in the Monroe County School District. If you need further information or recommendations, please call me at 305-293-1609 extension 51301.

Sincerely,

Anne F. Herrin

Dr. Fran Herrin, Principal
Gerald Adams Elementary School



MONROE COUNTY SCHOOL DISTRICT MARATHON HIGH SCHOOL ATHLETIC COMPLEX

Marathon, FL

SERVICE PROVIDED:

Construction Management at Risk

COST:

\$12,262,423

SIZE:

595,000 SF

COMPLETION DATE:

November 2019

CONTACT:

Douglas Pryor
Facilities Planner
305.407.6251
douglas.pryor@keysschools.com

ARCHITECT:

Rowe Architects, Inc./BSSW (Joint Venture)
Rick Rowe
813. 221.8771
rick@rowearchitects.com

OCCUPIED CAMPUS PHASED CONSTRUCTION SAME PROPOSED TEAM MEMBERS

This exciting project provided Marathon High School with a brand new 13.62 acre athletic complex totaling 595,000 square feet. Included in this was new parking, upgraded storm drainage systems, a natural grass football/multi-use field, an 8-lane competition track with rubberized surface, a natural grass practice field, a natural grass baseball field, a natural grass softball field, Musco sports lighting, batting cages, grandstands, and a pressbox. The complex also includes two concessions buildings; one for the multi-use field a separate one for baseball and softball.

The work was performed on an occupied school campus with student parking lot alterations and access coordinated with the phased sequence of the schedule. The work was phased and scheduled to align with athletic calendars for football, soccer, track, baseball, and softball. The high school was occupied during this multiple phased project. Both Phase 1 and 2 occurred in the Summer/Fall season of 2018 through January 2019. There was a brief intermission from January 2019 to May 2019 for the baseball and softball seasons. The project resumed then from May and reached substantial completion in November.

TEAM MEMBERS	PROPOSED
Bill Byrne, Principal in Charge	✓
Mike Wilson, Operations Manager	✓
Rick Guerra, General Superintendent	✓
Marshall Quarles, Project Manager	✓
Michael Hobbs, Asst Superintendent	✓
Jeff Stephenson, Chief Estimator	✓
Marc Reeves, Dir. Risk Management	✓

MARK T. PORTER
Superintendent of Schools



Members of the Board

District # 1
BOBBY HIGHSMITH
Chairman

District # 2
ANDY GRIFFITHS

District # 3
MINDY CONN
Vice-Chairman

District # 4
JOHN R. DICK

District # 5
SUE WOLTANSKI

November 13, 2019

William P. Byrne
Ajax Building Corporation
109 Commerce Blvd.
Oldsmar, FL 34677

Mr. Byrne,

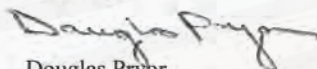
As the Facilities Planner for Monroe County School District, it is my honor to write a letter of recommendation and appreciation for Ajax Building Corporation. During the construction of the Marathon Athletic Complex, the Ajax team showed diligence and dedication to finish the work on time, which greatly benefited our students and athletic programs.

From day one, Marshall Quarles, Project Manager and the entire Ajax team's dedication to the project and partnership with Monroe County School District immediately stood out. Marshall's organization and project management skills are outstanding. His leadership and management skills were an added benefit to the School District. He developed a strong trusting relationship with the Principal and Athletic Directors at Marathon High School. His attention to detail and dedication resulted in an amazing Athletic Complex for the High School.

The organization, exceptional performance and leadership from Ajax Building is the reason this project was very successful. The level of professionalism shown throughout the project was commendable.

I look forward to working with Ajax Building Corporation in the future.

Sincerely,


Douglas Pryor

241 Trumbo Road • Key West, FL 33040
Tel. (305) 293-1400 • Fax (305) 293-1408
www.KeysSchools.com



PINELLAS COUNTY SCHOOLS LYNCH ELEMENTARY SCHOOL REPLACEMENT

St. Petersburg, FL



SERVICES PROVIDED:

Construction Manager at Risk

COST:

\$16,971,300

SIZE:

81,948 SF

COMPLETION DATE:

April 2012

CONTACT:

Rick Bevilacqua
727.638.3661
rickeybev@yahoo.com

ARCHITECT:

Hoffman Architects
Doug Pollei
727.938.2835
dpollei@hoffmanarchitects.net

OCCUPIED CAMPUS PHASED CONSTRUCTION 21ST CENTURY LEARNING SAME PROPOSED TEAM MEMBERS

The Lynch Elementary School project was a replacement elementary school on the existing campus. The project included a portable campus which was occupied during construction. The existing campus was demolished except for two buildings. The project included the construction of 6 new buildings totaling approximately 81,948 SF. These buildings include a 2-story administration building, resource/art building, cafeteria/multi-purpose building, 2-story 16 classroom building, 2-story 12 classroom building and a flammable storage building. Renovations included a new mechanical unit, an additional storage room, a new acoustical ceiling/lights/diffusers, the repainting of the interior, wax flooring and replacement of the floor base. Sitework included new utilities, parking lot and bus loop.

TEAM MEMBERS

PROPOSED

Bill Byrne, Principal in Charge	✓
Rick Guerra, General Superintendent	✓
Jeff Stephenson, Chief Estimator	✓
Marc Reeves, Dir. Risk Management	✓

Lynch Elementary School

7201 20th Street North * St. Petersburg, Florida 33702 * Phone (727) 570-3170
Lorraine M. Bigelow, Principal

Jess Hathaway, Assistant Principal

June 27, 2012

I am writing this letter to express my sincere appreciation to the Ajax Building Corporation team for the successful delivery of our beautiful new Lynch Elementary School.

This was my first experience in dealing with a major construction project, and as such, I was very concerned as to what effect the project would have on our students and staff. However, as early as the design phase, the project team encouraged me to be involved in the process and allowed me to be an active participant as we moved forward. Doug Polei with Hoffman Architects, Mike Parkinson, with the School Board and the Ajax team made sure that I understood the process and that I knew what to expect throughout the course of construction.

While no one can ever fully be prepared to deal with construction of a new school replacement on an existing operational campus, it became immediately obvious to me that this team placed the daily operation of the school and the safety and security of students and staff as their top priority.

As we moved into construction, Ajax Building Corporation continued to exhibit the attributes that I saw during the design phase and what I can only imagine were the qualities that the school board saw when they selected them as our Construction Manager.

As we dealt with the ebbs and flows of construction, it was clear that Ajax was a team player who took their mission seriously and above all, was dedicated to ensuring that we were a satisfied client. There was never a doubt in my mind that Ajax Building Corporation had the best interest of our school and the school board at heart.

At every step of the way Ajax was there as our partner. Whether it be in our transition to the portable campus, working around our FCAT schedule, assisting us with the move into the new building, responding to warranty calls, and ribbon cutting, I knew we could always count on them.

The Ajax Team of Bill Byrne, Mike Dumas, Rick Guerra, Quinn Toulon, and Wes Stevens embodied the meaning and spirit of teamwork and dedication in everything they did. I would strongly recommend them for any future work with the School Board.

It was truly a pleasure dealing with these professionals

Sincerely,

Lorraine M. Bigelow

Lorraine M. Bigelow



The School Board of Pinellas County, Florida, prohibits any and all forms of discrimination and harassment based on race, color, sex, religion, national origin, marital status, age, sexual orientation or disability in any of its programs, services or activities.

www.pinellas.k12.fl.us



SAVANNAH-CHATHAM COUNTY SCHOOL SYSTEM MAY HOWARD ELEMENTARY SCHOOL

Savannah, GA



SERVICE PROVIDED:

Construction Management at Risk

COST:

\$22,244,229

SIZE:

106,000 SF

COMPLETION DATE:

June 2018

CONTACT:

Lesley Taylor
Former MHES Principal /
Current Director of School Improvement
912.395.1253
lesley.taylor@sccpss.com

ARCHITECT:

Cogdell & Mendrala Architects, P.C
Barbara B. Cogdell, AIA
912.234.6318
barbara@cogdellmendrala.comm

OCCUPIED CAMPUS PHASED CONSTRUCTION 21ST CENTURY LEARNING SAME PROPOSED TEAM MEMBERS

This new elementary school has a student population (FTE) of 900. The project consisted of approximately 106,000 SF of new construction and demolition of the old facility. The site remained occupied and Ajax took all steps necessary to ensure the safety and separation of school personnel and children from the construction area. All new construction, site work, and utilities were included in the project scope of work. The new facility was 100% complete and ready for full occupancy by June of 2018 to accommodate the timely delivery and installation of the District's furniture and equipment.

TEAM MEMBERS

PROPOSED

Bill Byrne, Principal in Charge	✓
Jeff Stephenson, Chief Estimator	✓
Marc Reeves, Dir. Risk Management	✓

FROM THE DESK OF LESLEY S. TAYLOR, ED.S, NBCT
DIRECTOR OF SCHOOL IMPROVEMENT
Savannah-Chatham County Public School System
(912) 414-3131 (w) (912) 398-3873 (p)

March 2, 2018

Greetings,

I wanted to take the time out to write this letter on behalf of AJAX Construction. I had the honor and privilege of working with this amazing team in the construction project for the new May Howard Elementary School. When I first met the team, I was amazed by their willingness to help me with safety matters. I had many of them and they ensured that my students and parents would be safe and that they would work with me to make any adjustments necessary. When I say that this team went above and beyond the call of duty, they truly did! Mr. Mark Kraft's leadership ensure safety during fire drills, emergencies and the like.

Students had to walk a distance due to construction to conduct fire drills. AJAX workers were always assisting our teachers and Emergency Response Team with making sure that the students of May Howard got to their evacuation site safely. Not only did AJAX provide our school with safe plans and assistance but they also planted seeds into the lives of our students on a regular basis. They came out to share information, teach and also donate to school events and causes. AJAX donated balls when they found out that all of our balls went over fences that were too dangerous climb in order to retrieve equipment.

They also donated a fire pit for our holiday teacher auction. Last but not least, AJAX provided weekly updates on how the project was going and always stayed in constant communication with me as the principal. I had access to their phone numbers and knew who to call when we encountered a school emergency or issue.

The new May Howard is breathtakingly beautiful! The AJAX team constructed a place for the MHE students to love, learn and enjoy. When they walked into the building for the first time, all you could hear were the sounds of amazement. AJAX remained with us after the project to firm up and make repairs as needed. They addressed every punch list item and remained faithful to their commitment of making us happy.

I congratulate AJAX on a job well done. I am so happy that we were able to work with such an amazing team of builders.

Educating for Life,

Lesley S. Taylor, Ed.S, NBCT

Principal May Howard Elementary School (2011-2017)

Savannah-Chatham County Public School System



EASTERN FLORIDA STATE COLLEGE SOFTBALL COMPLEX

Melbourne, Florida

SERVICE PROVIDED:

Construction Management at Risk

COST:

\$3,751,000

SIZE:

7,845 SF

COMPLETION DATE:

February 2017

CONTACT:

Richard Laird
VP, Operations - Melbourne Campus
321.433.7090
lairdr@easternflorida.edu

ARCHITECT:

BRPH Architects
Jeff Phillips
321.751.3053
jphillips@brph.com

OCCUPIED CAMPUS PHASED CONSTRUCTION SAME PROPOSED TEAM MEMBERS

The EFSC Softball Complex involved the construction of an NCAA regulation softball field with dugouts, advanced field lighting, scoreboard, video board, and press-box. In addition, Ajax installed new grandstands, a new locker room complete with collegiate level lockers, benches, restrooms and shower area, new concessions building with ticketing booth, and a breezeway entry for large crowd entering/exiting.

This project involved coordination with existing athletic facilities on campus, including coordination of work to integrate additional Orlando City Soccer facilities onto the adjacent soccer complex.

KEY TEAM MEMBERS	PROPOSED
Bill Byrne, Principal in Charge	✓
Rick Guerra, General Superintendent	✓
Marshall Quarles, Project Manager	✓
Jeff Stephenson, Chief Estimator	✓
Marc Reeves, Dir. Risk Management	✓



Eastern Florida
STATE COLLEGE

President

James H. Richey, J.D.

Board of Trustees

Alan H. Landman, Chair
Ronald Howse, Vice Chair
Myra Igo Haley
Dewey L. Harris
Moses L. Harvin, Sr.

District Administration

3865 N. Wickham Road
Melbourne, Florida 32935
321/632-1111
Fax: 321/433-7065

Cocoa Campus

1519 Clearlake Road
Cocoa, Florida 32922
321/632-1111
Fax: 321/433-7064

Melbourne Campus

3865 N. Wickham Road
Melbourne, Florida 32935
321/632-1111
Fax: 321/433-5618

Palm Bay Campus

250 Community College Pkwy.
Palm Bay, Florida 32909
321/632-1111
Fax: 321/433-5305

Titusville Campus

1311 North U.S. 1
Titusville, Florida 32796
321/632-1111
Fax: 321/433-5113

Website

easternflorida.edu



November 9, 2017

To the Potential Customers of Ajax Building Corporation:

The softball complex on Eastern Florida State College's Melbourne Campus was finished on time for the 2016-17 season.

The state-of-the-art facility, which fulfills all of our needs also has great views and seating.

The surface area of the field has good drainage; the locker rooms, concession stand and coaches offices meet all of our needs, and the spacious dugouts contain all of the necessary safety features.

Please feel free to contact me if you have any questions.

Sincerely,

Richard Laird
Vice President, Operations



EASTERN FLORIDA STATE COLLEGE HEALTH SCIENCES BUILDING

Melbourne, Florida



SERVICE PROVIDED:

Construction Management at Risk

COST:

\$16,400,000

SIZE:

60,000 SF

COMPLETION DATE:

January 2017

CONTACT:

Richard Laird
VP, Operations - Melbourne Campus
321.433.7090
lairdr@easternflorida.edu

ARCHITECT:

BRPH Architects
Jeff Phillips
321.259.4703
jphillips@brph.com

OCCUPIED CAMPUS SAME PROPOSED TEAM MEMBERS

The new 60,000 SF two story facility consolidated the Nursing and Health Sciences Institute to one centralized campus location, housing 12 new and existing programs that represent the college's commitment to expand career opportunities for students in the fast-growing healthcare industry.

The building included faculty offices, classrooms, program specific teaching laboratories, support services and student services spaces, while facilitating the Nursing, Radiation Therapy, Surgical Tech and Respiratory programs. The state-of-the-art institute also contained labs for Nursing, Radiography, Surgical Technology, Respiratory Therapy, Physical Therapist Assistant, Diagnostic Medical Sonography and other specializations.

TEAM MEMBERS

PROPOSED

Bill Byrne, Principal in Charge	✓
Rick Guerra, General Superintendent	✓
Marshall Quarles, Project Engineer	✓
Jeff Stephenson, Chief Estimator	✓
Marc Reeves, Dir. Risk Management	✓



5700 North Harbor City Blvd.
Suite 400
Melbourne, FL 32940

MAIN 321-254-7666
FAX 321-259-4703
BRPH.com

◇ May 2, 2017

Mr. Bill Byrne, President
Ajax Building Corporation
10365 Hood Road South, Suite 203
Jacksonville, FL 32257

**Reference: Health Sciences Building
Eastern Florida State College, Melbourne Campus**
BRPH No. C06998.001.00 File 6.2

Dear Bill:

As a 20 veteran of public education projects and as a Principal of BRPH, I would like to commend Ajax Construction and specifically, Lon Neuman, Jeremy Cox, Chuck Lester, David Duke, and Marshall Quarles for their outstanding service as the Construction Manager Team for the pre-construction and construction phases of the Health Sciences Building for Eastern Florida State College.

This team has performed extremely well for the Eastern Florida State College facilities staff and faculty while maintaining a safe and clean project site. As a result, they have produced a striking collegiate building which serves as the gateway facility for the new EFSC aesthetic for the Melbourne Campus. Regardless of any tasks required, the team was thorough and timely in their responses to BRPH and EFSC's concerns.

I would especially like you to know that we appreciate that Ajax and its employees take personal responsibility for decisions. Integrity is a quality that is not readily apparent nor does it exist in all construction firms, yet it ultimately makes for an excellent employee and firm.

I have no hesitation in recommending Ajax Construction to other entities seeking qualified Construction Managers.

Sincerely,

Jeffrey M. Phillips, AIA LEED AP
SR. PROJECT MANAGER, PRINCIPAL

JMP/dll

◇
CREATIVE IDEAS. PRECISELY DELIVERED.



DISTRICT SCHOOL BOARD OF PASCO COUNTY SANDERS MEMORIAL ELEMENTARY SCHOOL

Land O Lakes, FL



SERVICE PROVIDED:

Construction Management at risk

COST:

\$20,572,590

SIZE:

102,394 SF

COMPLETION DATE:

August 2015

CONTACT:

Mike Gude
727.774.7950
mgude@pasco.k12.fl.us

ARCHITECT:

Williamson Dacar Associates
George Tharin
813.949.5858
gtharin@williamsondacar.biz

21ST CENTURY LEARNING LEED CERTIFIED ADDITIONS AND RENOVATIONS SAME PROPOSED TEAM MEMBERS

Sanders Elementary School is the District's first magnet school and emphasizes science, technology, engineering, art and mathematics (STEAM). Four original buildings were completely renovated, while six new buildings were constructed to create a true 21st century educational facility. The school was designed and constructed for special features including classrooms with wireless technology and space for students to collaborate.

This was a LEED certified project and incorporated the landscape by constructing a boardwalk through the existing wetlands, as well as incorporated new sustainable designs, technology and construction methods into the project. Completed under budget, the school opened its doors in time to start the 2015/16 school year.

TEAM MEMBERS

PROPOSED

Bill Byrne, Principal in Charge	✓
Rick Guerra, General Superintendent	✓
Jeff Stephenson, Chief Estimator	✓
Marc Reeves, Dir. Risk Management	✓



Pasco County Schools

Kurt S. Browning, Superintendent of Schools
7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Department of Construction Services and Code Compliance
11839 Treebreeze Drive, New Port Richey, FL 34654
Joseph A. Scudiero, Jr., Chief Building Official

(813) 794-7950 (727) 774-7950
(352) 524-7950
Fax: (727) 774-7992

May 13, 2016

Mr. William P. Byrne, President
Ajax Building Corporation
109 Commerce Blvd.
Oldsmar, FL 34677

RE: Sanders Elementary

By way of this letter, I would like to acknowledge the outstanding performance of the Ajax Building Corporation.

Jeff Wright, Project Manager proved to have high moral and ethical standards. I regard Jeff as one of the most professional and knowledgeable project managers I've had the opportunity to work with.

Because of my association with Ajax and the quality of their work, I can recommend them without reservation. I am confident that they can make a significant contribution to any organization and is worthy of their consideration.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Joseph A. Scudiero, Jr.
Chief Building Official
Pasco County Schools

JAS:asp



COLLEGE OF THE FLORIDA KEYS CONTINUING CONTRACT WORK

Key West, FL

SERVICE PROVIDED:

Construction Management at risk

COST:

<\$2,000,000

SIZE:

Various

COMPLETION DATE:

Various

CONTACT:

Greg O'Flynn
305.809.3547
Gregory.oflynn@fkcc.edu

ARCHITECT:

Various

OCCUPIED CAMPUS SAME PROPOSED TEAM MEMBERS

TENNESSEE WILLIAMS THEATER LOBBY EXPANSION & IMPROVEMENTS

Cost: \$900,000 /
Preconstruction Only

CULINARY LAB

Cost: \$447,605 / Size: 1,766 SF / Completion: March 2017
Renovations to the existing Student Services Building to add a Culinary Arts Lab

ENTRANCE & GUARDHOUSE IMPROVEMENTS

Cost: \$632,450 / Completion: September 2018
Sitework and paving revisions to the FKCC Key West Campus entrance and the installation of a prefabricated hurricane and ballistic rated guardhouse, landscape islands with swing arm traffic control gates.

BUILDING A GENERATOR

Cost: \$563,155/ Size: NA

BUILDING B REMODEL

Cost: \$608,045 / Size: 2,000 SF / Interior renovations of two existing Photography Labs into 3 Classrooms.

CHILLER PLANT GENERATOR

Cost: \$867,769/ Size: NA

TEAM MEMBERS

PROPOSED

Bill Byrne, Principal in Charge	✓
Mike Wilson, Operations Manager	✓
Rick Guerra, General Superintendent	✓
Michael Hobbs, Superintendent	✓
Jeff Stephenson, Chief Estimator	✓
Marc Reeves, Dir. Risk Management	✓



COLLEGE OF THE FLORIDA KEYS MARINE TECHNOLOGY BUILDING

Key West, Florida

SERVICE PROVIDED:

Construction Management at Risk

COST:

\$5,557,528

SIZE:

34,000 SF

COMPLETION DATE:

March 2014

CONTACT:

Greg O'Flynn
305.809.3547
Gregory.oflynn@fkcc.edu

ARCHITECT:

Hayes Cummings Architect
Andy Hayes
727.894.6633
ahayes@hc-arc.com

TEAM MEMBERS

PROPOSED

Bill Byrne, Principal in Charge



Jeff Stephenson, Chief Estimator



Marc Reeves, Dir. Risk Management



OCCUPIED CAMPUS NEW CLASSROOM BUILDING SAME PROPOSED TEAM MEMBERS

The CFK Marine Technology Building is a 34,000 SF, 3-Story building located on the NW portion of the campus adjacent to the dive lagoon and offers classes in seamanship, gasoline and diesel engine repair and maintenance, welding and fiberglass work. In addition, classes will also cover the basics of the science of marine construction and propulsion.

The ground floor of the building is an open garage-like space, surrounded by a chain-link fence, that is used to store boats and marine engines in need of repair. The second floor is home to the school's diesel lab and engine testing and repair room. Engines are hoisted to the second floor through two hatches in the ceiling of the first floor by a 2,000 pound winch. Finally, the third floor contains massive classrooms with charting tables, high performance computers, meeting rooms, showers and locker rooms, break rooms and a breathtaking view of the Gulf.

Patrick Rice, dean of career technical and workforce education and the person in charge of the marine and diving programs, said the building "represents a new era for the marine engineering program. The technology infused in the lab space will allow our instructors to interact with the students in ways we've never been able to before."

This innovative facility was constructed utilizing the tilt wall method, creating classrooms that have 90-inch monitors that professors can connect to iPads and computers or simply run a video.

EXPERIENCE IN MONROE COUNTY



STANLEY SWITLIK ELEMENTARY SCHOOL
\$38,252,165 | 87,554 SF

GERALD ADAMS ELEMENTARY SCHOOL
\$36,504,436 | 98,000 SF

MARATHON HIGH SCHOOL ATHLETIC COMPLEX
\$12,262,423 | 595,000 SF (SITE AREA)

MONROE COUNTY EMERGENCY OPERATIONS CENTER
\$22,000,000 | 26,000 SF (CURRENTLY IN PRECONSTRUCTION)

KEY WEST HIGH SCHOOL BACKYARD DESIGN BUILD
\$10,000,000 (CURRENTLY IN PRECONSTRUCTION)

TRANSPORTATION / INTERNAL SERVICES FACILITY
\$13,919,952 | 22,387 SF

CFK MARINE TECHNOLOGY BUILDING
\$5,557,528 | 34,000 SF

CFK EOC & CHARTER HIGH SCHOOL
\$4,313,840 | 6,703 SF (CURRENTLY IN PRECONSTRUCTION)

CFK CULINARY LAB
\$447,605 | 1,766 SF

CFK GUARDHOUSE AND ENTRANCE IMPROVEMENTS
\$632,450

CFK BUILDING A GENERATOR
\$563,155

CFK BUILDING B REMODEL
\$608,045 | 2,000 SF

CFK CHILLER PLANT GENERATOR
\$867,769

LESSONS LEARNED IN MONROE COUNTY

- » Limited and seasonal accommodations for imported labor resources
- » Limited Local Labor Resources
- » Crane Size Limitations
 - 240 Ton Maximum over Bridges
- » Supplier Batch Plants
 - Concrete: Rockland Key, Big Pine Key, and Marathon
 - Asphalt: Homestead
- » Building Inspections
 - Timely Coordination with the County
- » Exterior Coatings
 - Application of Substrate/Removal of Salts from Surfaces between each Step
- » Prepare and protect against corrosive conditions in the soils
- » All fasteners, hangers, and materials have to be corrosive resistant if exposed to outside conditions
- » Prepare and execute work in shallow water table conditions, flood zones, and high wind velocity areas



3. ENERGY EFFICIENT

Ajax has ongoing experience working with architects, engineers and owners to implement sustainable design elements and obtain LEED Certification. Ajax is a member of the US Green Building Council and 23 members of our regional staff are LEED Accredited Professionals. We will work seamlessly with Monroe County School District staff to identify and maximize the incorporation of sustainable systems and building materials for this project.



CHARLOTTE COUNTY PUBLIC SCHOOLS
PUNTA GORDA MIDDLE SCHOOL REPLACEMENT



DUVAL COUNTY PUBLIC SCHOOLS
WESTVIEW K-8 SCHOOL



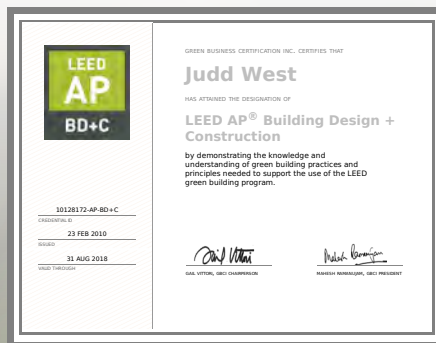
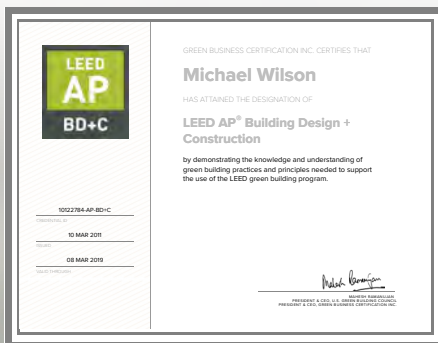
CHARLOTTE COUNTY PUBLIC SCHOOLS
CHARLOTTE HIGH SCHOOL REPLACEMENT




PINELLAS COUNTY SCHOOLS
BOCA CIEGA HIGH SCHOOL



DUVAL COUNTY PUBLIC SCHOOLS
LEE HIGH SCHOOL



The following chart illustrates Ajax's success in achieving USGBC LEED Certification on a variety of projects.

AJAX SUSTAINABLE PROJECTS	LEVEL	CERTIFIED
LEED CERTIFICATION PROJECTS		
UF Powell Structures Lab 8,565 SF / \$2,260,957	Certified	✓
UNF College of Education 100,200 SF / \$21,213,232	Gold	✓
Punta Gorda MS Replacement (Charlotte) 172,000 SF / \$26,222,413	Silver	✓
Westview K-8 School (Duval) 172,000 SF / \$34,829,595	Gold	✓
UF College of Business; Graduate Studies (Hough Hall) 70,000 SF / \$17,875,856	Gold	✓
Charlotte HS Replacement (Charlotte) 384,000 SF / \$62,670,442	Gold	✓
UF Center for Movement Disorders & Neurorestoration 14,400 SF / \$1,989,063	Silver	✓
Boca Ciega HS Replacement (Pinellas) 366,365 SF / \$66,819,573	Gold	✓
UNF Biological Sciences Building 116,500 SF / \$34,577,648	Gold	✓
New College of Florida Administration Building (Sarasota) 32,000 SF / \$9,129,967	Gold	✓
Punta Gorda Operations Center (Charlotte) 49,000 SF / \$6,531,549	Gold	✓
Lee High School (Duval) 145,000 SF / \$31,490,032	Gold	✓
Leon County/City of Tallahassee Public Safety Complex 94,660 SF / \$29,994,543	Silver	✓
Volusia County Emergency Operations Center 43,040 SF / \$12,226,435	Silver	✓
UF College of Business; Undergraduate Studies (Heavener Hall) 51,588 SF / \$18,544,983	Gold	✓
Sarasota County Emergency Operations Center 40,502 SF / \$15,417,300	Certified	✓
Fulton County East Roswell Library 17,365 SF / \$6,219,959	Gold	✓
College of Charleston Rutledge Rivers Dormitory 28,000 SF / \$9,442,021	Silver	✓
USF Health Student Center MDA Building Renovations 51,807 SF / \$7,079,717	Gold	✓
UF Newell Hall Learning Commons 41,800 SF / \$15,186,662	Gold	✓
Pasco County Sanders Memorial Elementary School 102,394 SF / \$16,243,336	Silver	✓
Sarasota County Venice Library 25,000 SF / \$9,420,461	Silver	✓
City of St. Petersburg Police Training Facility 20,650 SF / \$5,300,000	Silver	✓
Sumter County Public Safety 65,898 / \$29,739,515	Silver	✓
Palm Coast Community Center 21,100 SF / \$7,395,568.45	Silver	✓
UNF Repurposing Skinner-Jones Hall 59,000 SF New, 48,000 SF Renovation / \$24,000,000	Silver	✓
Volusia County Sheriff's Evidence Facility 35,000 SF / \$12,144,504	Silver	Pending
FSU Student Union 285,000 SF / \$111,250,632	Silver	Pending
FSU Earth, Ocean and Atmospheric Sciences 140,000 SF / \$59,000,000	Silver	Pending
GREEN GLOBE		
Volusia County Emergency Operations Center 43,040 SF / \$12,226,434.91		✓
City of St. Petersburg Public Safety 191,000 SF / \$61,858,374		✓
Pensacola State College Baars Building 60,000 SF / \$9,971,400 (Three Golden Globes)		✓

4. CONTROL OVER PROJECTS

For three of the projects listed under item 2 describe the way your firm maintained quality control during the pre-construction and construction phases. Provide specific examples of: a) Cost controls b) Timeline controls c) Techniques Used

QUALITY CONTROL

PRECONSTRUCTION PHASE

- » **DESIGN REVIEW:** Quality begins with a thorough review of the plans and specifications for completeness, accuracy & constructability. After a systematic review of the plans and specifications, we recommend modifications to the Architect that might be made to the drawings and/or specification to assist in clarifying the design intent.



- » **REDI-CHECK SYSTEM:** Ajax utilizes the Redi-Check system to review the contract documents for any discrepancies, resolving conflicts and ensuring quality prior to bidding and construction. Clear and concise documents ensure competitive and responsive bids.
- » **PRE-QUALIFICATION OF TRADE CONTRACTORS:** To ensure that only reputable trade contractors bid on your project, Ajax pre-qualifies trade contractors for construction experience on similar projects, proven record of quality and schedule adherence, financial stability and bonding ability, and safety record and insurance.

- » **BID DOCUMENTS:** After pre-qualifying subcontractors and generating interest in the project, we assemble detailed bid documents. Subcontractors must know exactly what is expected of them in order to produce high quality work.



BRIAN PEARSON
SUPERINTENDENT



MARSHALL QUARLES
PROJECT MANAGER

Brian Pearson and Marshall Quarles are responsible for Quality Control / Quality Assurance procedures on this Project.

CONSTRUCTION PHASE

Ajax will implement a detailed project specific quality control program with each trade contractor on the project, thereby guaranteeing high levels of craftsmanship. This process includes:

- » **SHOP DRAWINGS & SUBMITTAL REVIEW:** The project team reviews submittals for conformance with the contract documents, accuracy and completeness.
- » **CHECK MATERIAL CONFORMANCE UPON RECEIPT:** The Ajax team will inspect all materials arriving at the job site and immediately reject and return any material that does not conform to established quality standards.
- » **MOCK-UP OF REPETITIVE OR DIFFICULT WORK:** Mock-ups of repetitive or difficult work are required to be constructed by all participation subcontractors before construction begins. This will establish an initial quality benchmark so all subcontractors know what standard of quality must be obtained.



- » **BUILDING ENVELOPE REVIEW** – As a Florida Contractor, Ajax places a top priority in identifying any potential for water intrusion issues in the design. During our design reviews we communicate with the design team to ensure that all window/curtain walls, roof, flashing and other exterior elements show the details necessary to eliminate the potential of water intrusion into the building.



- » **MONITOR WORK DAILY:** As the Superintendent walks the site daily, he refers to a detailed checklist that covers the specific items of quality and assures that the work being produced meets those standards.
- » **PROMPTLY REJECT NON-CONFORMING WORK:** Any work that is found to be non-conforming will be promptly rejected. Our subcontract requires that corrective action be taken within 24 hours of notification of rejection.
- » **PHASE AND AREA PUNCHLISTS:** Punchlists will be performed at the completion of each major phase of the project. This process minimizes the final punchlist at the end of the project.
- » **COORDINATION & TOOLBOX MEETINGS:** The project superintendent will hold weekly meetings with all of the subcontractors to discuss schedule, quality & safety

QUALITY CONTROL EXAMPLES

MONROE COUNTY SCHOOLS GERALD ADAMS ELEMENTARY SCHOOL

An example of exceptional quality control relates to the exterior textured coating finish for the concrete tilt-panel walls. In the past, the MCSD has had issues with the long-term durability of exterior coatings due to the harsh environment in the Keys. To ensure the specified product was properly installed, Ajax worked with the manufacturer to ensure that the tilt-panel walls were at optimal curing state of the chemical hydration process and appropriate pH levels for application of the coatings. In addition, we implemented additional steps in the traditional application process to ensure material performance and required that the installer wash the wall surfaces. This was done between each step in the application process from substrate to primer, primer to base and base to finish coats. This additional attention to the process ensured the quality performance of the coating system by eliminating the buildup of damaging salts, even over a 24 hour period due to the extreme ambient conditions in the Keys, that accumulate on surfaces and break down the system internally.



PASCO COUNTY SCHOOLS SANDERS MEMORIAL ELEMENTARY SCHOOL

Quality was maintained by constant verification of the products as well as the installations. When materials arrive onsite they are immediately verified by the superintendent against the approved submittals. The superintendent continuously monitors the construction process and stops deficient work as soon as it is discovered.



MONROE COUNTY SCHOOLS MARATHON HIGH SCHOOL ATHLETIC COMPLEX

From previous experience with MCSD, we incorporated some of their preferred elements including the addition of sanitary sewer line backwater valves that are not a code requirement, but a very good best practice in flood prone areas to keep the flood waters clear of sanitary waste when the system is overwhelmed with the rising flood waters. Additionally, we incorporated the use of stainless steel fasteners on all exterior construction or any area that is in an unconditioned space, as the ambient environment in the Florida Keys is very corrosive on standard metals and the stainless steel materials will last longer allowing the Maintenance Department to reduce their costs for the life of the facility.



A. COST CONTROLS

As your CMR, our team will work closely from the onset with Monroe County School District and the architect to ensure the design and budget are complimentary to one another. This process is involved and requires the perseverance of every team member throughout the design phase. It will ensure that when the final GMP is delivered, it is within the established budget and that there are absolutely no surprises.

Ajax's success in delivering projects at or below budget begins early in the Design Phase and continues throughout the Construction Phase.

DESIGN PHASE COST CONTROL

Whether your goal is to cut dollars from the budget or to maximize your project dollars, our team will **provide accurate estimates** from our Estimating Department throughout the design phase, as well as cost/benefit analyses on materials and systems, allowing you to make informed financial decisions.



JEFF STEPHENSON
CHIEF ESTIMATOR

As the Estimator on hundreds of CM projects, Jeff is a valuable asset to the preconstruction phase. His approach of working hand-in-hand with design teams and owners from day one, ensures all budget, schedule and quality goals are met. Jeff's reputation for providing accurate estimate and options allows owners to make informed budgetary decisions.

CONSTRUCTION PHASE COST CONTROL

During construction, cost control is accomplished through **proper bid management**, detailed cost reporting and payment procedures, management of contingency funds, and thorough review of potential subcontractor changes and owner change requests.

- » **BID MANAGEMENT:** During this phase Prequalification packets are sent to subcontractors. We pre-qualify a minimum of three subcontractors for each trade. After pre-qualifying subcontractors and generating interest in the project, we assemble detailed bid documents. Subcontractors must know exactly what is expected of them in order to produce high quality work. Ajax prequalifies our subcontractors based on the following criteria:

- » Financial Security
- » Current Workload
- » Prior Experience with Similar Projects
- » Safety Record
- » References

Once our subcontractors are prequalified, we hold a pre-bid conference for each trade. At this meeting, the following information is distributed to each subcontractor:

- » Detailed Scope
- » Site Utilization Plan
- » Construction Schedule
- » Plans & Specifications
- » Safety Control Program
- » Contract Documents

- » **BIDDING & PRE-AWARD PHASE:** Once sealed bids are received, Ajax will open bids in the presence of your facilities staff. After bids are evaluated, we will call the apparent low bidder for a pre-award meeting. The purpose of this meeting is to ensure the low bidders' proposals are accurate and that no scope was omitted while confirming all information previously distributed at the Pre-Bid Meeting is understood prior to going to contract.

- » **OWNER DIRECT PURCHASE:** Ajax has extensive experience managing and coordinating Owner Direct Purchase programs throughout the State of Florida. In fact, Ajax was the first Construction Manager to have their Direct Purchase program approved by the State of Florida's Department of Revenue.

We make the program easy by first outlining what is expected of every subcontractor in a special condition of each Bid Package. After reviewing this special condition at the Pre-Bid Meeting, every bidder is aware of the program before they even submit a bid. Once the successful bidders are identified, we work with them to provide detailed back-up for their various vendors and what specifically is being purchased.

Ajax will then work hand in hand with the Owner's purchasing representative to issue purchase orders for the various equipment and materials. All the while we will be keeping accurate records and updating the Owner Direct Purchase Log to clearly show all purchase orders written, tax savings accrued, invoices submitted and paid, and the balances of each vendor. At the same time the off-setting dollar amounts are taken out of the contract so that funds are not double encumbered for the project.

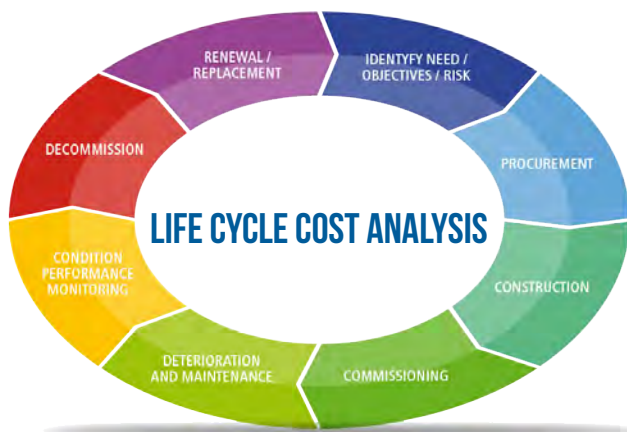
MONROE COUNTY ODP	DIRECT PURCHASE ORDER SAVINGS	MATERIAL COST
FLORIDA KEYS COMMUNITY COLLEGE MARINE TECHNOLOGY BUILDING	\$72,295	\$1,196,393
MONROE COUNTY SCHOOL DISTRICT GERALD ADAMS ELEMENTARY SCHOOL	\$454,651	\$7,524,674
MONROE COUNTY SCHOOL DISTRICT STANLEY SWITLIK ELEMENTARY SCHOOL	\$291,206* Current job in progress with Goal of \$368,061	\$6,131,627
MONROE COUNTY SCHOOL DISTRICT MARATHON HIGH SCHOOL ATHLETIC COMPLEX	\$77,811	\$1,277,115
MONROE COUNTY SCHOOL DISTRICT TRANSPORTATION & INTERNAL SERVICES FACILITY	\$101,349* Current job in progress with Goal of \$129,468	\$2,111,556

- » **SYSTEMS COST ANALYSIS:** Ajax will provide **total cost comparison** (materials, labor, maintenance, etc.) for each system being considered. For example:

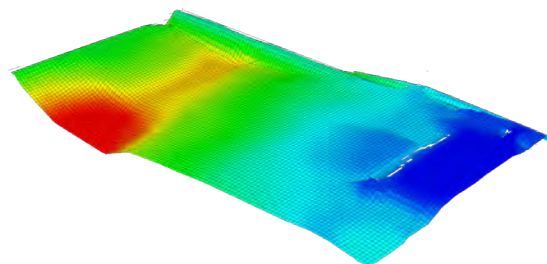
» *Concrete Tilt Wall vs. Masonry Block & Stucco*

By working in conjunction with our owners and their design teams, as a group we will be able to **properly analyze all options to develop definitive conclusions.**

- » **LIFE CYCLE COST ANALYSIS:** Ajax will determine how each system or the facility as a whole will perform after 15 to 20 years. All aspects of the **operational cost** and maintenance of the facility is taken into consideration to select the best systems and equipment for the life of the facility. This information will allow you to **make informed cost / life cycle / maintenance / quality decisions** that meet your project goals.



- » **DETAILED ESTIMATE:** As the project progresses and construction documents become available, we perform a complete **Detailed Estimate for the entire project**. It provides a higher level of detail and accuracy because materials and methods have been selected. It includes a **detailed quantity takeoff** from the documents and information now available. **Specific material pricing** from local vendors may be included, and issues such as **crew sizes** and total crew-days-required are also taken into account.
- » **EARTHWORKS:** Earthworks is a three dimensional computer program to assist with **site cost analysis**. It illustrates the contours of the existing site, comparing it to the new elevations needed for the project. The new elevations are calculated to determine the volume of dirt needed to be cut or filled to create the desired elevation and slopes for the project site. A variety of elevation and slope options can be **quickly analyzed to determine the most efficient and cost effective grading plan**.



GUARANTEED MAXIMUM PRICE (GMP)

Through our estimating, value engineering and competitive bid processes, Ajax will establish a GMP that incorporates all of your goals and objectives. We are able to submit a GMP during any stage of the Design Phase. Furthermore, Ajax's GMP will include:

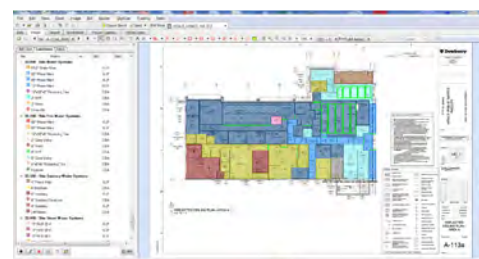
- » Design Coordination
- » Permitting
- » Utility Service Impact & Primary Service Fee Allowances
- » Testing
- » All Management Costs
- » Sitework
- » General Conditions
- » General Requirements
- » Subcontractor Costs
- » Equipment, Labor & Materials
- » Construction
- » Post-Construction Work

VALUE ENGINEERING

As part of our estimating process, Ajax will **develop a list of Value Engineering/Cost Reduction Options** for consideration. We will provide an itemized list of alternate materials, equipment and systems along with their associated savings. These items will be reviewed by the team and those that are approved will be incorporated into the design.

Our team is encouraged to **"brainstorm"** and we may initially come up with a Value Engineering list **exceeding 50 or more items**. We then evaluate the list with the project team to determine which ideas have the most merit for further development. Criteria used to select these ideas include:

- » Reasonableness & Practicality
- » Durability/Functionality of Option
- » Quality Impact vs. Value Offered
- » Cost Savings to the Project
- » Potential Design & Time Impact



Savings from the Value Engineering exercises usually range **from 2% - 7%** and in some cases can be as much as 15%.

ON-SCREEN TAKE-OFF

"On-Screen Take-off" is the latest cutting-edge technology for accurately developing cost estimates and quantities from the Architect's drawings. In addition, this process of estimating projects is extremely efficient and accurate. This will ensure the project progresses as quickly as possible, while ensuring the budget is being met.

CONSTRUCTION PHASE COST CONTROL

During construction, cost control is accomplished through **proper bid management**, detailed cost reporting and payment procedures, management of contingency funds, and thorough review of potential subcontractor changes and owner change requests.

COST CONTROL EXAMPLES

MONROE COUNTY SCHOOLS GERALD ADAMS ELEMENTARY SCHOOL

Contaminated soils were to be hauled off to Miami for an estimated cost of \$250,000. Ajax worked closely with the Environmental Engineer, Civil Engineer and Owner, as well as the Sitework Subcontractor to come up with a plan to remove uncontaminated soil from below the demolished building's footprint for use elsewhere and, instead of hauling off the contaminated soil, it was re-used on site where uncontaminated soil previously existed (and covered with an engineered cap).



PASCO COUNTY SCHOOLS SANDERS MEMORIAL ELEMENTARY SCHOOL

Ajax was brought into this project 1 month prior to the District's targeted mobilization. At that time we were brought into the project, it was fully designed and was over budget. In very short order, Ajax was able to come up with \$817,284 worth of VE options of which the Owner ultimately accepted \$260,384, and a GMP was accepted and NTP issued.



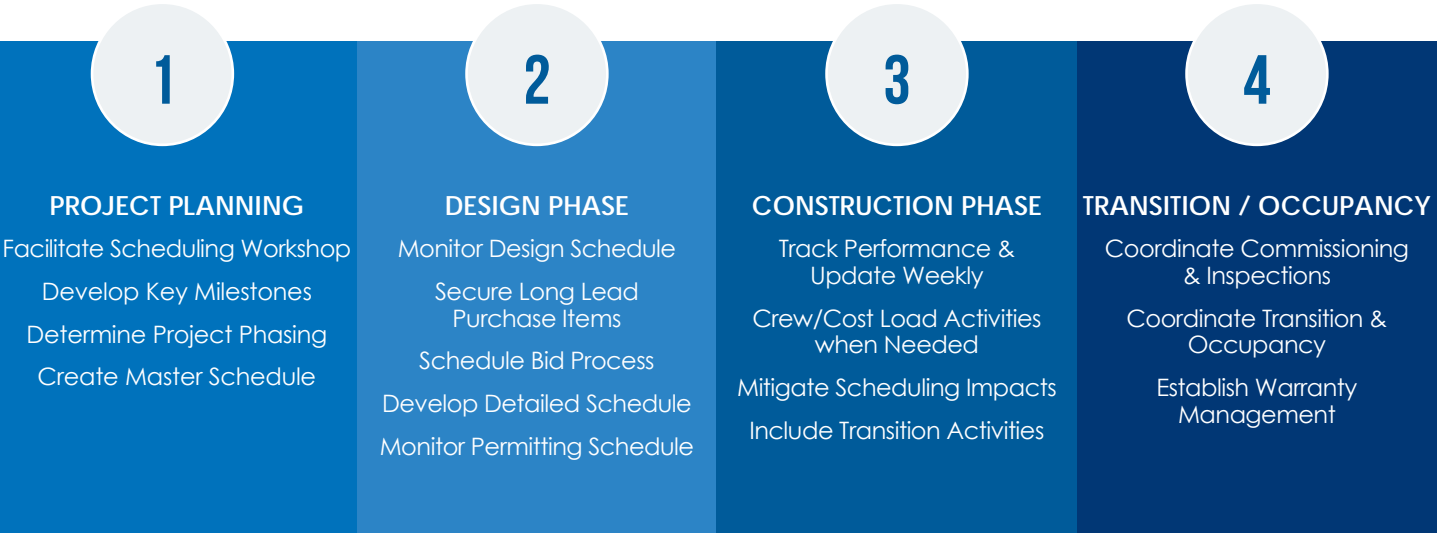
**MONROE COUNTY SCHOOLS
MARATHON HIGH SCHOOL ATHLETIC COMPLEX**

During the Design Phase, we utilized the Florida Building Code table for chain link fencing and were able to identify that there could be a reduction in the concrete foundation requirements and potentially eliminate the need for engineered foundations for all fencing underneath a height of 12'. The option was presented to the team for evaluation and the design team agreed with our recommendations. This reduced engineering costs of the fencing contractor as well as eliminated oversizing of foundations for increased concrete material and installation labor cost. The reduction in fencing foundations realized \$115,411 in project cost savings that was realized during the development of the GMP.



B. TIMELINE CONTROLS

At Ajax, we understand the importance of delivering projects on time for our owners. We have a proven track record of completing projects within our owners' time and budget constraints. This stems from our teamwork approach of incorporating input directly from the owner, stakeholders and the design team, as well as subcontractors and vendors. With the entire project team developing the schedule, each member becomes personally vested and accountable for achieving each milestone. The actual CM program we implement is comprised of these four phases:

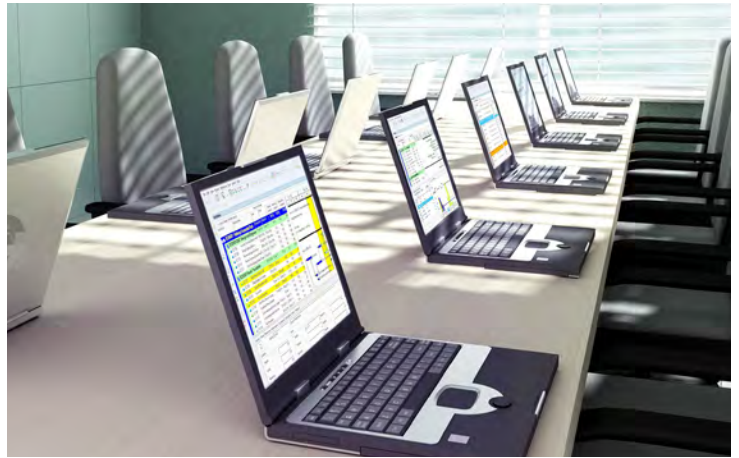


SCHEDULING SOFTWARE

Ajax uses proven industry standard scheduling software (Primavera P6 – Oracle) to establish schedules for your project which have the capability to:

- » Cost Load
- » Forecast Expenditures
- » Estimate Manpower Requirements
- » Owner Vendors and Suppliers Incorporated

Our program is fast, easy to update, and provides a full menu of scheduling and cost reports, including both critical path logic diagrams and bar chart formats. Ajax's scheduling capabilities permit a complete analysis of cost distribution throughout the design and construction phases of any project.



This Master Schedule is created in Primavera P6, a computerized scheduling program in a Critical Path Method (CPM) format. This format is a network analysis using "precedence" and "successor" diagramming. This CPM schedule shows all major milestones involved in the project, their relationships, start dates, completion dates and planned durations. The CPM will include allowances for normal delays due to weather and other anticipated events to the extent foreseeable.

SCHEDULING EXAMPLES

MONROE COUNTY SCHOOLS GERALD ADAMS ELEMENTARY SCHOOL

One example of a scheduling challenge occurred when fabrication of metal stud framing material was interrupted due to lack of supply. Ajax was able to re-sequence activities to allow other work to continue while the fabrication of this critical path material caught back up. Another scheduling challenge occurred when Hurricane Irma struck the Florida Keys in September, 2017 (GAE is located in Key West). Due to mandatory evacuations, the project was shut down for nearly two weeks. Ajax worked with our trade subcontractors to re-sequence critical activities, again resulting in ZERO impact to the completion date. This ability to adapt to unforeseen circumstances sets us apart and, at Gerald Adams, allowed us to complete Phase I on time despite the potential delay.



PASCO COUNTY SCHOOLS SANDERS MEMORIAL ELEMENTARY SCHOOL

The project had a very aggressive 6 day work week schedule. In addition the Owner made large scale changes to the life safety plan mid-way through the project that created about a months' worth of rework. This lead to several of the larger subcontractors (framing/drywall, HVAC, Electrical) falling behind schedule. Ajax brought in each of these subs on a weekly basis to review manpower requirements and specific allocation of resources around the project site as required to manage a tight make up schedule. Ajax was able to make up for the lost time from the Owner changes and complete the project on time without any use of funds to pay for overtime associated with schedule acceleration.



MONROE COUNTY SCHOOLS MARATHON HIGH SCHOOL ATHLETIC COMPLEX

The original project schedule was developed with two phases, Phase 2 was to begin on 04/29/2019, at the completion of the baseball/softball season schedules. In early April, the school stated that they needed the fields until 05/17/2019 to hold graduation ceremonies as no other location could be secured. This was a significant impact to the project, as Phase 2 was already a compressed timeframe for a complete ballfield reconstruction project. We were able to incorporate the reduced timeframe and adjust the schedule so that Phase 2 started 17 days later than originally provided, but we were still able to be complete on 08/01/2019, only 2.5 months after starting that phase. Sequencing the fill activities by increasing the truck rotations with the material hauler and the placement activities on site expedited the rough grade process. Additionally, we accelerated the placement of the perimeter fence foundations and elements as we placed the fill at final elevations in those areas first to allow the originally subsequent activities to commence while the final fill was being placed on the interior of the ball fields.



C. TECHNIQUES USED

As your Construction Manager at Risk, Ajax will serve as your single-point of contact. Performance, accountability, and all jobsite performances fall under our watch. With 95% of our work being delivered via the construction management (CM) process, we have refined and improved our processes assuring the best in service. Our approach is based on working as a team with the owner, design team, consultants and stakeholders, while communicating throughout the entire process. The following topics outline some of ways Ajax approaches each of our projects:

- » Team Kick-Off Meeting
- » Scheduling
- » Cost Control
- » Value Engineering
- » Reporting Systems
- » Quality Control
- » Safety Management
- » Project Close Out & Warranty

TEAM KICK-OFF MEETING

At the beginning of a project, our team will conduct a partnering / team integration workshop to organize the entire project team (owner, stakeholders, design team and consultants) to foster a partnership between all members. During these workshops:

- » Project Goals & Objectives are Identified
- » All responsibilities, organizational structures, coordination charts and lines of communication are identified.
- » The above items are incorporated into a "Project Management Policy & Procedures Manual"

TEAM INTEGRATION



DEFINE GOALS & OBJECTIVES OF PROJECT



OWNERSHIP OF CRITICAL RESPONSIBILITIES



COORDINATION W/ ENTIRE PROJECT TEAM



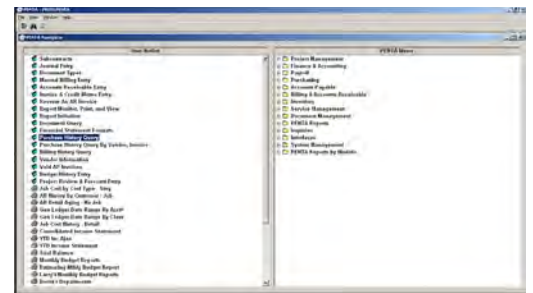
PROJECT SPECIFIC POLICY & PROCEDURES MANUAL

REPORTING SYSTEMS

COST MANAGEMENT SOFTWARE

Ajax uses **PENTA Construction Management software**, which is an innovative construction enterprise software system designed to manage complex construction projects. PENTA provides tighter controls and accountability which allow us to deliver projects on-time and on-budget. PENTA's project management capabilities include:

- » Financial Statements
- » Accounting Books & Records
- » Project Analysis



- » Service & Maintenance
- » Labor & Equipment
- » Analytics
- » Document Imaging
- » Project Workflow

This software is located not only **at our offices**, but at our **jobsites** as well. This allows Project Managers and Administrators to communicate with our home accounting office and **provides up-to-the-minute, detailed job cost information including costs, billing and payroll**. Owners can also be provided with a **detailed cost report upon request**.

PROCORE

Ajax utilizes Procore Project Management software to help manage each of our construction projects. Procore is considered among the most innovative cloud programs creating a truly collaborative environment. All information is maintained in one place with real time accessibility by every project team member. This ensures all information accessed is always accurate, consistent and up to date. Information maintained within Procore includes:

- » Daily Logs
- » Drawings
- » Photos
- » Punch Lists
- » Specifications
- » Schedules
- » Project Workflow
- » Bids
- » Meetings
- » RFIs
- » Submittals
- » Transmittals
- » Inspections



PROCORE

LIVE PROJECT WEB CAM

Ajax has the ability to provide a **live project webcam** at the jobsite. This allows our owners to watch the progress of the construction 24/7 from the comfort of any internet connected computer.



Stanley Switlik Live Web Cam



Transportation & Internal Services Facility Live Web Cam

BUILDING INFORMATION MODELING (BIM)

In 2008, Ajax recognized the growing importance and benefits that Building Information Modeling (BIM) brought to the construction industry and incorporated BIM practices into our construction delivery methods. Since that time, Ajax has continued to expand our BIM capabilities with the goal of staying on the cutting edge and ahead of the industry curve as related to BIM. Today, Building Information Modeling (BIM) continues to gain momentum as the preferred method of project delivery and we are both proud and fortunate to have been one of the “early adopters” of BIM.

Ajax utilizes Revit Architecture, Revit MEP, 3ds Max Design, Navisworks Manage, and Navisworks Freedom software platforms to perform BIM-related tasks such as design visualization, constructability reviews, quantity take-off verification, site planning and site utilization, systems coordination and clash detection, trade coordination, virtual mock-ups, scheduling and sequencing reviews, and as-built documentation.



The following are a few examples of how Ajax utilizes Building Information Modeling (BIM) for the benefit of our projects.

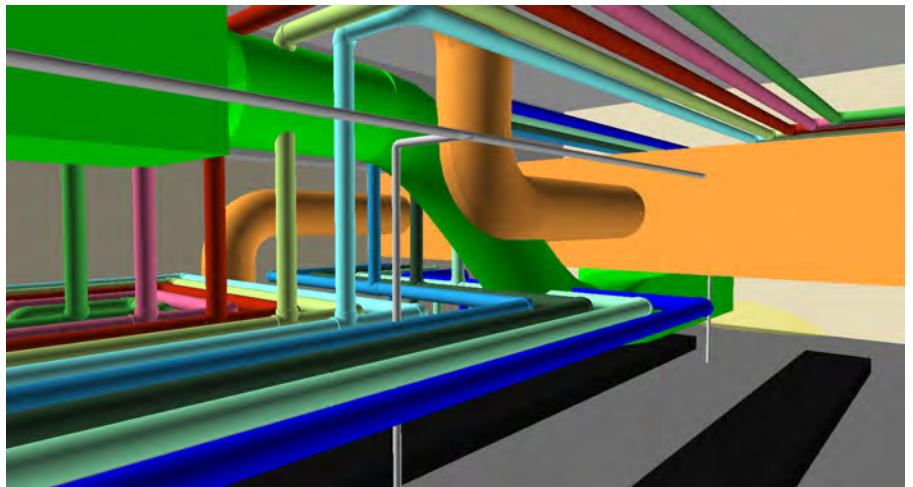
DESIGN VISUALIZATION: The BIM model provides a level of 3d visualization and design communication that is not afforded by other design delivery methods. The BIM model can be explored in-depth, offering unlimited views and sections of the project and the work at hand. These design visualization benefits of the BIM model are carried through to the construction phase through the use of Navisworks Freedom software which is utilized by our on-site project teams.

CONSTRUCTABILITY REVIEWS: The BIM model is utilized to analyze means and methods, construction efficiencies, and sequencing of trade contractors. This provides Ajax with an opportunity to recommend alternative means, methods, details, practices, processes, etc. that may be of benefit to the project.

SITE PLANNING AND SITE UTILIZATION: The BIM model is utilized by Ajax to plan and communicate our intended use of the project site taking into account items such as existing conditions, mobilization activities, site logistics, sequence of work, site access and routes, site safety measures, equipment locations, temporary construction, site utilities, and site improvements. These items are incorporated (i.e. modeled) into the project BIM model and are an effective means of conveying our plans for the project site through “Town Hall Meetings” with project stakeholders and occupants of neighboring buildings.

CLASH DETECTION: The BIM model is utilized to perform systems coordination and clash detection activities. This allows for the identification and correction of conflicts in building systems or components in the BIM model during the design phase rather than during the construction phase when the correction of such conflicts can result in costly corrective measures.

POST CONSTRUCTION “AS-BUILT” DOCUMENTATION: The BIM model is maintained and updated by the project team throughout the construction phase, incorporating design revisions and submittal data such as RFIs, ASIs, Owner Changes, Material Data, Equipment Data, etc. The result is an “As-Built” BIM Model that can be turned over to the Owner and their Facility Department at the close of the project



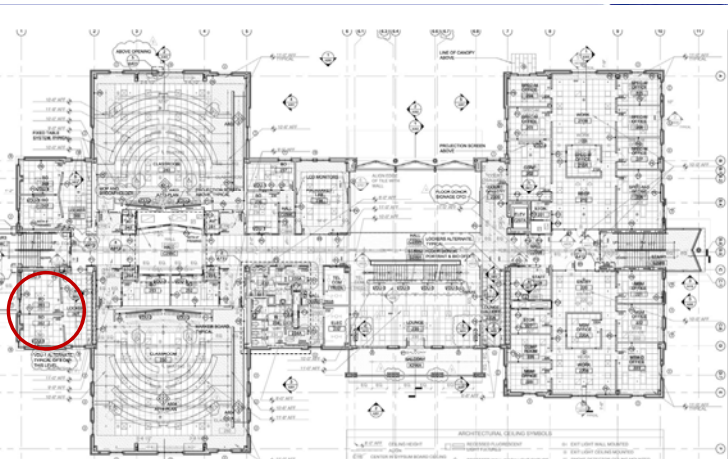
Ajax fully recognizes the benefits that Building Information Modeling (BIM) offers and we are confident that the entire construction industry will eventually migrate to BIM as the benefits of this technology become increasingly apparent.

PROJECT CLOSE-OUT

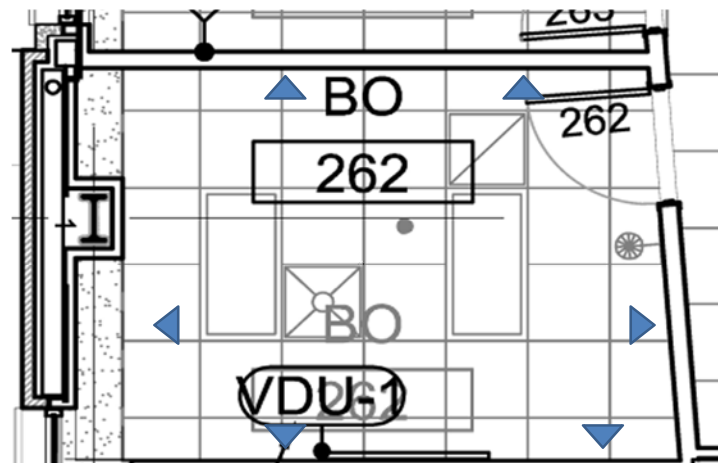
Ajax will assemble and deliver hard copies and electronic copies on CD of closeout documents, parts and operational manual ,and repair and parts manuals.

- » Coordinate Final Inspections
- » Secure Certificates of Occupancy
- » Coordinate Training for Building Systems
- » Coordinate with MCSD Facilities all requested and required equipment documentation
- » Turn over Electronic As-Built
- » Final Punchlist Completion
- » Assist with MCSD Move-in

PHOTO ELECTRONIC AS-BUILTS: Ajax will provide photo electronic as-builts as a part of normal construction management services. These are photographs we provide in blueprint format, allowing our owners to know exactly what is behind each wall and above each ceiling. This is critical to know if any future renovations or repairs need to be made. Photographs take the guesswork out of trying to determine where electrical, plumbing or HVAC components may be located. Ajax will provide a CD of all project photos.



FACILITIES STAFF WILL BE ABLE TO PULL UP A DIGITAL BLUE PRINT OF THE PROJECT.



AFTER CLICKING ON A SPECIFIC ROOM (THE RED CIRCLE ON THE BLUEPRINT, FOR EXAMPLE), THE ROOM WILL APPEAR WITH BLUE TRIANGLES INDICATING WHERE PHOTOGRAPHIC IMAGES WERE TAKEN.



AFTER CLICKING ON ONE OF THE BLUE TRIANGLES, THE APPROPRIATE IMAGE WILL APPEAR, SHOWING A PHOTOGRAPH OF EXACTLY WHAT IS IN THE WALL/CEILING.

QR CODES: QR codes have gained significant visibility in the last year. The checkerboard square image is fast being recognized and utilized in increasing numbers. Any smartphone or device with a QR application installed can scan the code, and the information is translated instantly. The varied uses of the QR Code are continually growing. Ajax has adopted QR codes for use on our project sites. By placing QR Codes in areas with devices or equipment that require instruction manuals or maintenance manuals, this information is available instantaneously to those who need it.

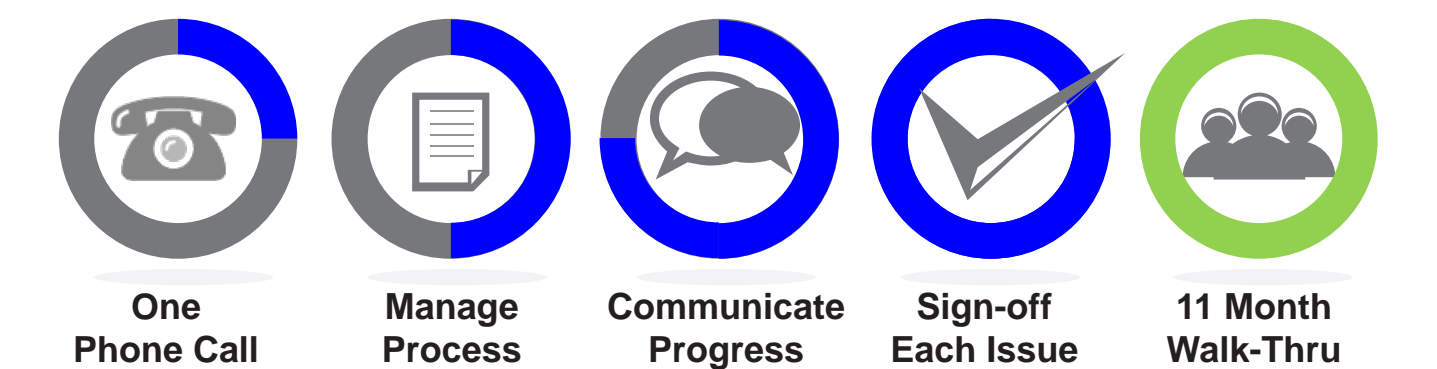


WARRANTY PERIOD SERVICES

Ajax will warranty all workmanship and material for 1 year following substantial completion. Within 24 hours of a warranty request, the Ajax Team will respond to the owner and the appropriate subcontractor to schedule a proper follow-up. For emergency situations, the Ajax Team is accessible 24/7. Documentation is copied to Monroe County School District and the Design Team.

- » Upon the warranty item being satisfactorily handled, a final detailed report, recapping the problem and the solution is forwarded to Monroe County School District and the Design team.
- » All warranty calls are logged and a recap will be sent to Monroe County School District and the Design Team on a monthly basis.

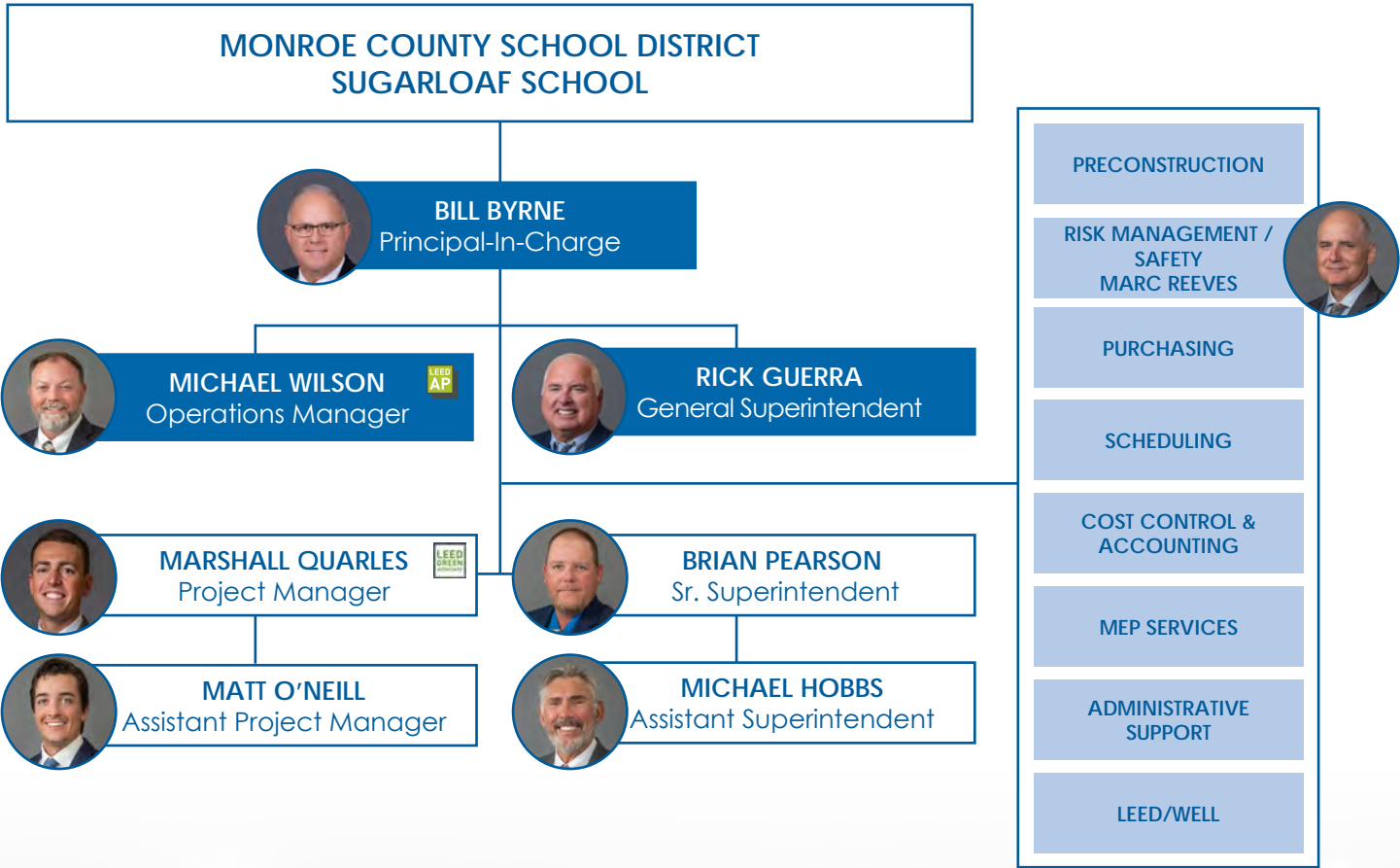
One month prior to the warranty expiration, Ajax will schedule a warranty inspection to review the project's status. All Ajax Team Members will be in attendance.



5. PROFESSIONAL / TECHNICAL OFFICE STAFF

ORGANIZATION CHART

The following team members *highlighted in BLUE* will provide in-house services for the Monroe County School District Sugarloaf School Project.





BILL BYRNE

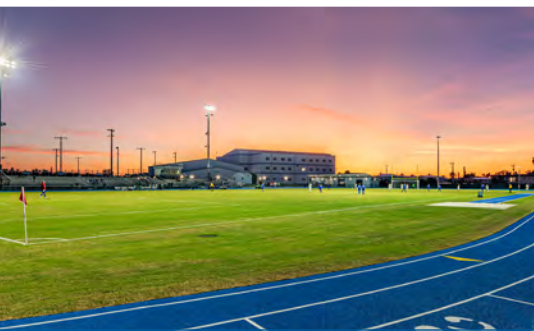
PRINCIPAL-IN-CHARGE

EDUCATION
B.S. IN BUILDING CONSTRUCTION
UNIVERSITY OF FLORIDA

YEARS OF EXPERIENCE
33 YEARS

CERTIFICATIONS
CERTIFIED GENERAL CONTRACTOR
(GA, FL, NC, SC)

William P. "Bill" Byrne is President of Ajax Building Corporation and will serve as the Project Executive for this project. Bill's primary role is to ensure that the full resources of Ajax are available to successfully deliver projects on time, in budget, and with the highest quality of workmanship. Bill will be an active participant throughout the entire process and will be particularly active during the preconstruction phase. He will be available for key project development team meetings to ensure the success of this project. Bill has vast experience and leadership with many projects of similar size and complexity. Bill is a President who spends much of his time out in the field and is extremely active during the preconstruction phase.



Marathon High School Athletic Complex



Stanley Switlik Elementary School



Gerald Adams Elementary School

RELATED PROJECT EXPERIENCE

COST

SIZE

Monroe County School District Gerald Adams Elementary School	\$36,504,436	100,000 SF
Monroe County School District Marathon High School Athletic Complex	\$12,262,423	530,400 SF
Pinellas County Schools Lynch Elementary School	\$16,971,300	81,948 SF
Savannah-Chatman County School May Howard Elementary School	\$22,244,229	106,000 SF
Monroe County School District Stanley Switlik Elementary School	\$38,252,165	87,554 SF
Eastern Florida State College Softball Complex	\$3,751,000	7,845 SF
Eastern Florida State College Health Services Building	\$16,400,000	60,000 SF
Pasco County Schools Sanders Elementary School	\$20,572,590	102,394 SF
College of the Florida Keys Continuing Contract Work	<\$2,000,000	Various
College of the Florida Keys Marine Technology Building	\$5,557,528	34,000 SF
Monroe County School District Transportation/Internal Services Facility	\$13,919,952	22,387 SF
Charlotte County Public Schools Charlotte High School	\$79,129,979	384,000 SF
Charlotte County Public Schools Charlotte High School Athletic Complex	\$5,171,723.42	22,000 SF
Pinellas County Schools Largo High School	\$55,800,853	257,715 SF
Pinellas County Schools Boca Ciega High School	\$66,819,573	366,365 SF



MIKE WILSON

OPERATIONS MANAGER

EDUCATION
B.S. IN BUILDING CONSTRUCTION,
UNIVERSITY OF FLORIDA

YEARS OF EXPERIENCE
25 YEARS

CERTIFICATIONS
OSHA 30
LEED AP BD + C

As the Operations Manager, Mike is directly involved with overseeing all construction activities, from pre-construction to close-out. Most importantly, Mike's relationships with the local subcontractors and knowledge of working in Monroe County will ensure a successful project for Monroe County School District.



Stanley Switlik Elementary School



Gerald Adams Elementary School



Marathon High School Athletic Complex

RELATED PROJECT EXPERIENCE

COST

SIZE

Monroe County School District Gerald Adams Elementary School	\$36,504,436	100,000 SF
Monroe County School District Marathon High School Athletic Complex	\$12,262,423	530,400 SF
Monroe County School District Stanley Switlik Elementary School	\$38,252,165	87,554 SF
Monroe County School District Transportation/Internal Services Facility	\$13,919,952	22,387 SF
Monroe County School District Key West High School Backyard	\$10,000,000	N/A
College of the Florida Keys Continuing Contract Work	<\$2,000,000	Various
College of the Florida Keys Marine Technology Building	\$5,557,528	34,000 SF
Hillsborough County Robinson High School	\$4,500,000	11,160 SF
Hillsborough County East Bay High School	\$5,714,772	20,407 SF
Hillsborough County Walden Lake Elementary School	\$2,436,408	19,200 SF
Hillsborough County Schools Manisalco Elementary School	\$2,237,545	15,200 SF
Hillsborough County Schools Marshall Middle School	\$1,954,029	15,200 SF
Pinellas County Schools McMullen Booth Elementary	\$2,525,720	10,458 SF
Hillsborough County Schools Alonso High School	\$5,411,918	24,964 SF



RICK GUERRA

GENERAL SUPERINTENDENT

YEARS OF EXPERIENCE

39 YEARS

CERTIFICATIONS

FLORIDA CERTIFIED CARPENTER

OSHA CERTIFIED

CPR AND FIRST AID TRAINED

As the General Superintendent, Rick oversees the day-to-day operations of the on-site construction activities for projects throughout the Region. Understanding the construction methods, systems and approaches that are being utilized throughout the region ensure each of Rick's project are operating in the most cost effective and efficient manner. Because Rick is on-site for a variety of projects, he is constantly bringing lessons learned from projects and owners to each of his project teams.



Stanley Switlik Elementary School



Marathon High School Athletic Complex



Gerald Adams Elementary School

RELATED PROJECT EXPERIENCE	COST	SIZE
Monroe County School District Gerald Adams Elementary School	\$36,504,436	100,000 SF
Monroe County School District Marathon High School Athletic Complex	\$12,262,423	530,400 SF
Monroe County School District Stanley Switlik Elementary School	\$38,252,165	87,554 SF
Monroe County School District Key West High School Backyard	\$10,000,000	N/A
Monroe County School District Transportation/Internal Services Facility	\$13,919,952	22,387 SF
Eastern Florida State College Softball Complex	\$3,751,000	7,845 SF
Pinellas County Schools Largo High School	\$55,800,853	257,715 SF
Hillsborough County Schools Alonso High School	\$5,529,904	21,480 SF
Pinellas County Gibbs High School	\$46,558,233	328,291 SF
USF Continuing Contract College of Medicine Courtyard	\$300,000	N/A
USF Health Student Center	\$5,319,160	51,807 SF
Duval County Northshore K-8 School	\$25,567,000	145,000 SF
Pinellas County Schools Meadowlawn Middle School	\$18,477,539	165,000 SF



MARC REEVES

DIRECTOR OF RISK MANAGEMENT

YEARS OF EXPERIENCE
32 Years

CERTIFICATIONS:
OSHA CERTIFIED OUTREACH INSTRUCTOR
AMERICAN RED CROSS CERTIFIED FIRST
AID | CPR | AED INSTRUCTOR

As Director of Risk Management, Marc is responsible for ensuring environmental compliance with federal, state, and local regulations and for providing a safe and healthy work environment on each of our job sites. Marc works with project teams prior to mobilization to identify possible jobsite hazards and to eliminate and/or reduce exposure to those hazards. He conducts frequent jobsite safety and environmental inspections to ensure compliance with EPA and OSHA standards as well as Ajax safety / environmental policies. He is responsible for writing, updating and implementing safety and environmental policies and procedures to ensure compliance with all state and federal regulations.



AJAX SAFETY PROGRAM

At Ajax we are committed to providing the safest possible worksite for our employees, employees of subcontractors, owners and the general public. Our goal is to send every employee home healthy everyday. To achieve this goal we have developed a safety program that we believe leads the industry. Below are some of the main points of our program:

PROJECT HAZARD ANALYSIS

Prior to work beginning the safety director reviews the contract documents with the project team to identify potentially hazardous task, conditions, materials, or special training required to perform the task.

PRE-TASK PLANNING

This is a specific task analysis by the superintendent and foreman. They discuss, with the crew, the hazards anticipated with the task, equipment needed to perform their job safely, and personal protective equipment to be worn.

SAFETY ORIENTATION AND TRAINING

All new employees are required to go through our safety orientation program prior to starting work and all employees are given more specific training for complex or technical jobs.

DRUG AND ALCOHOL ABUSE PROGRAM

Our drug and alcohol abuse program includes pre-employment screening, random testing, and post accident testing. We also give extra consideration to subcontractors who have a similar policy in effect.

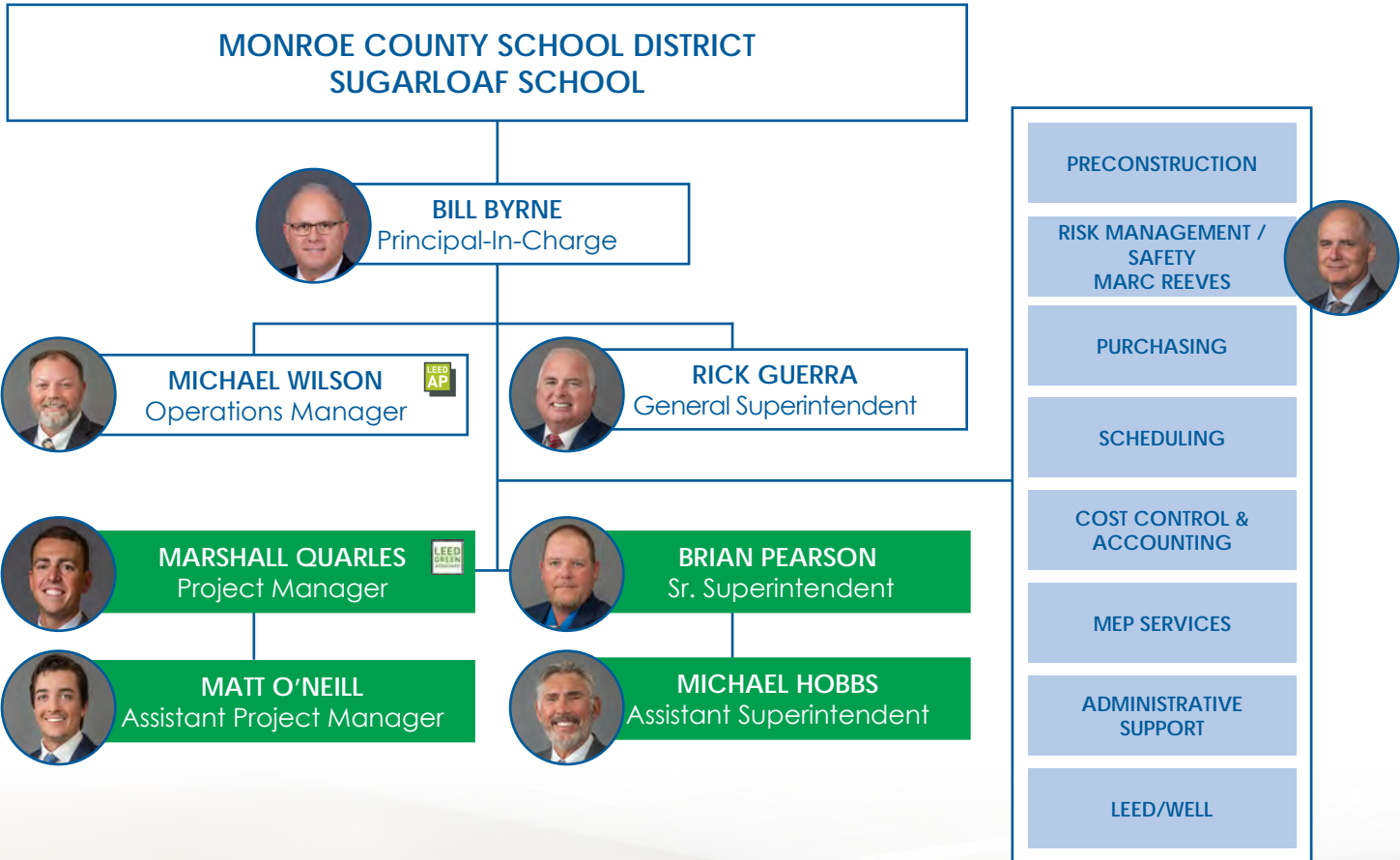
REGIONAL SAFETY COMMITTEES

We have safety committees in each region of Ajax that work to improve local workplace safety programs. They also work together to implement improvements to our company wide safety policies.

6. ON-SITE STAFF

ORGANIZATION CHART

The following team members *highlighted in GREEN* will provide services for the Monroe County School District Sugarloaf School Project.





MARSHALL QUARLES

PROJECT MANAGER

EDUCATION
BS CIVIL ENGINEERING
AUBURN UNIVERSITY

YEARS OF EXPERIENCE
4 YEARS

CERTIFICATION
LEED GREEN ASSOCIATE

Marshall will be on the project site 100% of the time and responsible for all on-site project management from pre-bid through punch-list completion. He will develop cost and scheduling initiatives and monitor the success of those initiatives as well as daily monitoring the project. Marshall is also responsible for all on-site activities, including: cost control analysis, scheduling, materials procurement, subcontractor pre-qualification and management, local participation programs, structure



Gerald Adams Elementary School



Marathon High School Athletic Complex



Eastern Florida State College

RELATED PROJECT EXPERIENCE	COST	SIZE
Monroe County School District Gerald Adams Elementary School	\$36,504,436	98,000 SF
Monroe County School District Marathon High School Athletic Complex	\$12,262,423	530,400 SF
Pasco County Wesley Chapel Sports Park Complex	\$25,873,830	95,000 SF
Eastern Florida State College Health Sciences Building	\$16,400,000	60,000 SF
Eastern Florida State College Multiple Projects	\$3,751,000	Varies





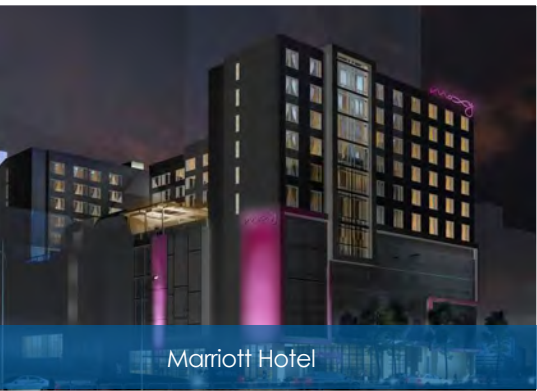
MATTHEW O'NEILL

ASSISTANT PROJECT MANAGER

EDUCATION
B.A. BUSINESS ADMINISTRATION
M.S. CONSTRUCTION MANAGEMENT
UNIVERSITY OF FLORIDA
YEARS OF EXPERIENCE
8 YEARS

CERTIFICATIONS
OSHA 30

Matt will assist Marshall with technical aspects of the project, including interpreting blueprints/drawings for installing materials, and resolve conflicts or errors with the drawings. He will also prepare field design change requisitions and "as built" drawings and prepare all required documentation records such as status reports, punch lists, sketches of work already done, material requirement calculations, etc.



Marriott Hotel



Transportation/Internal Services Facility



Gerald Adams Elementary School

RELATED PROJECT EXPERIENCE	COST	SIZE
Monroe County School District Gerald Adams Elementary School	\$36,504,436	98,000 SF
Monroe County School District Transportation/Internal Services Facility	\$13,919,952	22,387 SF
Jaleo - Disney Springs	\$15,000,000	22,000 SF
AC/Moxy Marriott	\$70,000,000	300, 000 SF





BRIAN PEARSON

SUPERINTENDENT

EDUCATION
SEMINOLE COMMUNITY COLLEGE
LACONIA TECHNICAL SCHOOL

YEARS OF EXPERIENCE
29 YEARS

CERTIFICATIONS
OSHA 30, INFECTION CONTROL
RISK ASSESSMENT FOR HEALTHCARE
CONSTRUCTION, ELECTRICAL SAFETY & DOT
COMPLIANCE, EROSION CONTROL

As a Superintendent, Brian will oversee the job site activities on a daily basis for the projects. He will be responsible for construction techniques and methods, materials, equipment, subcontractors, and all labor including crew size deployment. He will also be responsible for jobsite safety, including cleanup and implementation and enforcement of all safety programs.



Stanley Switlik Elementary School



Bronson Animal Disease Diagnostic Laboratory



Halifax Health Medical Center

RELATED PROJECT EXPERIENCE	COST	SIZE
Monroe County School District Stanley Switlik Elementary School	\$38,252,165	87,554 SF
FL Department of Agriculture & Consumer Services Bronson Animal Disease Diagnostic Laboratory	\$9,596,194	22,327 SF
Enterprise City Schools Enterprise High School	\$86,000,000	525,000 SF
St. Margaret Mary Catholic School	\$25,000,000	38,000 SF
Halifax Health Medical Center	20,000,000	16,000 SF
AdventHealth Lake Placid	\$20,000,000	N/A
Perdido Bay ER; West Florida Hospital	\$10,000,000	5,000 SF
AdventHealth Altamonte Springs	\$1,500,000	5,000 SF
Marriott World Center	\$20,000,000	50 acres
Lake View Terrace Retirement Community Community Center	\$12,000,000	8,500 SF



MICHAEL HOBBS

ASSISTANT SUPERINTENDENT

EDUCATION
B.A UNIVERSITY OF WEST FLORIDA
RETIRED FROM NAVY SEABEE'S E-7

YEARS OF EXPERIENCE
46 YEARS

CERTIFICATIONS
30 HOUR OSHA
CPR

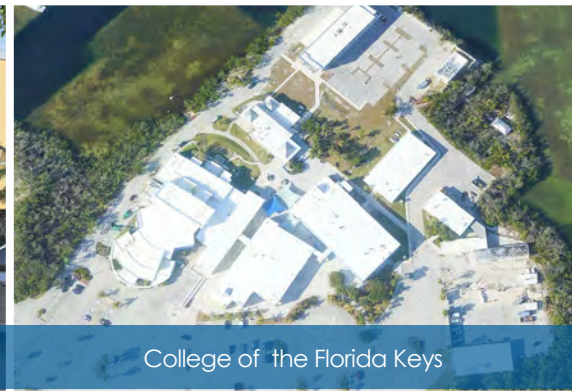
Michael will oversee the job site activities throughout each day for the project. Working under the Superintendent, he will be responsible for the materials, equipment and subcontractor crew size deployment, while ensuring construction is consistent with all construction documents. He will also be responsible for assisting with jobsite safety, including cleanup of the job site.



Gerald Adams Elementary School



Stanley Switlik Elementary School



College of the Florida Keys

RELATED PROJECT EXPERIENCE	COST	SIZE
Monroe County School District Marathon High School Athletic Complex	\$12,262,423	530,400 SF
Monroe County School District Stanley Switlik Elementary School	\$38,252,165	87,554 SF
Monroe County School District Gerald Adams Elementary School	\$36,504,436	98,000 SF
Monroe County School District Key West High School	\$40,000,000	200,000 SF
Monroe County School District Poinciana Elementary School	\$20,000,000	45,000 SF
Monroe County School District Plantation Key School	\$30,000,000	103,000 SF
College of The Florida Keys Continuing Contract Work	<\$2,000,000	Various
Dade County Zelda Clazer Middle School	\$35,000,000	137,000 SF

7. PROJECT APPROACH

SITE ANALYSIS



- STEP 1 REVIEW AVAILABLE SITE AS-BUILTS AND SURVEYS
- STEP 2 PERFORM UNDERGROUND RADAR STUDY
- STEP 3 DEVELOP SOFT DIG PLAN
- STEP 4 RECONCILE ALL DATA & EXECUTE PLAN VIA CONSTRUCTION DOCUMENTS

OCCUPIED CAMPUS APPROACH

Our team has completed multiple K-12, occupied campus, phased renovation and addition projects throughout the State of Florida and specifically in Monroe County. This experience has given our team the knowledge and understanding of the nuances of the work required to make the Sugarloaf School project successful. The requirements for working on an active K-12 school campus must be integrated into the overall approach for sequencing the progression of the work as well as the design to make sure that all of the systems work in each phase. The safety of the students, faculty and staff are our highest priority and must become incorporated into each phase of the work. The following is a listing of the key elements that we have successfully integrated into our previous projects in Monroe County and will integrate, as appropriate, into our approach for the Sugarloaf School project:

- Site Security
- Safe Separation of Work Areas
- Temporary Bus Loop Access and Locations
- Temporary Parent Drop Off and Pick Up Line Locations
- Temporary Walkway Canopies
- Temporary Portable Campus
- Subcontractor Access Areas
- Subcontractor Staging and Parking Areas



In addition to the physical elements we integrate into the site use and phasing plans for the work, we understand that we must limit the impact to the teaching environment while we are a guest at your facility. The integrity of the teaching environment means keeping the normal way you teach as normal as possible. We need to understand the arrival and dismissal periods so that we restrict personnel movements and material deliveries during those times to expedite student movements. We need to understand the specific campus testing periods and when our noise needs to be reduced or eliminated. We need to understand the specific campus utilities and shut off valve locations and schedule any connections or shut downs after school or on weekends so that the critical services are not interrupted.

SAFETY MANAGEMENT

It is our goal to send every employee home healthy every day. Our approach to safety is different; for us, safety is a passion, not an obligation. Every Ajax employee receives annual safety coaching from our dedicated Safety Department that includes role plays of scenarios tailored to specific work environments, lessons-learned discussions and new best practices, and leadership training so that every employee is engaged and empowered to be a voice for safety. We expect continuous growth and innovation from our teams, which ranges from adopting new technologies to testing cutting-edge emergency and safety measures.

In turn, our investment in safety benefits our clients who avoid safety-related impacts to their projects and rest assured of their staff and visitors' safety—everybody, everywhere, every day.

PROJECT HAZARD ANALYSIS: Prior to work beginning, the safety director, Marc Reeves, will review the contract documents with the project team to identify potentially hazardous tasks, conditions, materials, or special training required to perform the task. Additionally, environmental controls shall be put in place to control air quality. Daily clean-up and housekeeping will also be a priority.

PRE-TASK PLANNING: This is a specific task analysis by Superintendents, Brian Pearson and Michael Hobbs. They will discuss with the crew the hazards anticipated with the tasks, equipment needed to perform their job safely, and personal protective equipment to be worn.

SAFETY ORIENTATION AND TRAINING: All new employees are required to go through our safety orientation program prior to starting work and all employees are given more specific training for complex or technical jobs.

DRUG AND ALCOHOL ABUSE PROGRAM: Our drug and alcohol abuse program includes pre-employment screening, random testing, and post accident testing. We also give extra consideration to subcontractors who have a similar policy in effect.

Lastly, we realize that construction is sometimes messy and creates dust and dirt and we need to operate as cleanly as possible while we are guest at your facility. Our efforts to keep the project and site area clean include:

- Mandatory daily work area clean up by each Subcontractor
- Policing the site daily for trash
- Sweeping the parking lot and roadway surfaces
- Using tire wash stations to eliminate the tracking of dirt out of the construction zone.



CODE OF CONDUCT

NO Tobacco Products

NO Inappropriate Clothing

NO Interaction with Students

NO Use of School Facilities

NO Radios

CONSTRUCTION ZONE

AUTHORIZED PERSONNEL ONLY | ALL VISITORS MUST CHECK IN AT PROJECT OFFICE

REQUIRED PPE

NO SMOKING

HARD HAT

BOOTS

EYE PROTECTION

LONG PANTS

GLOVES
(AS REQUIRED)

REFLECTIVE VEST / SHIRT
(AS REQUIRED)

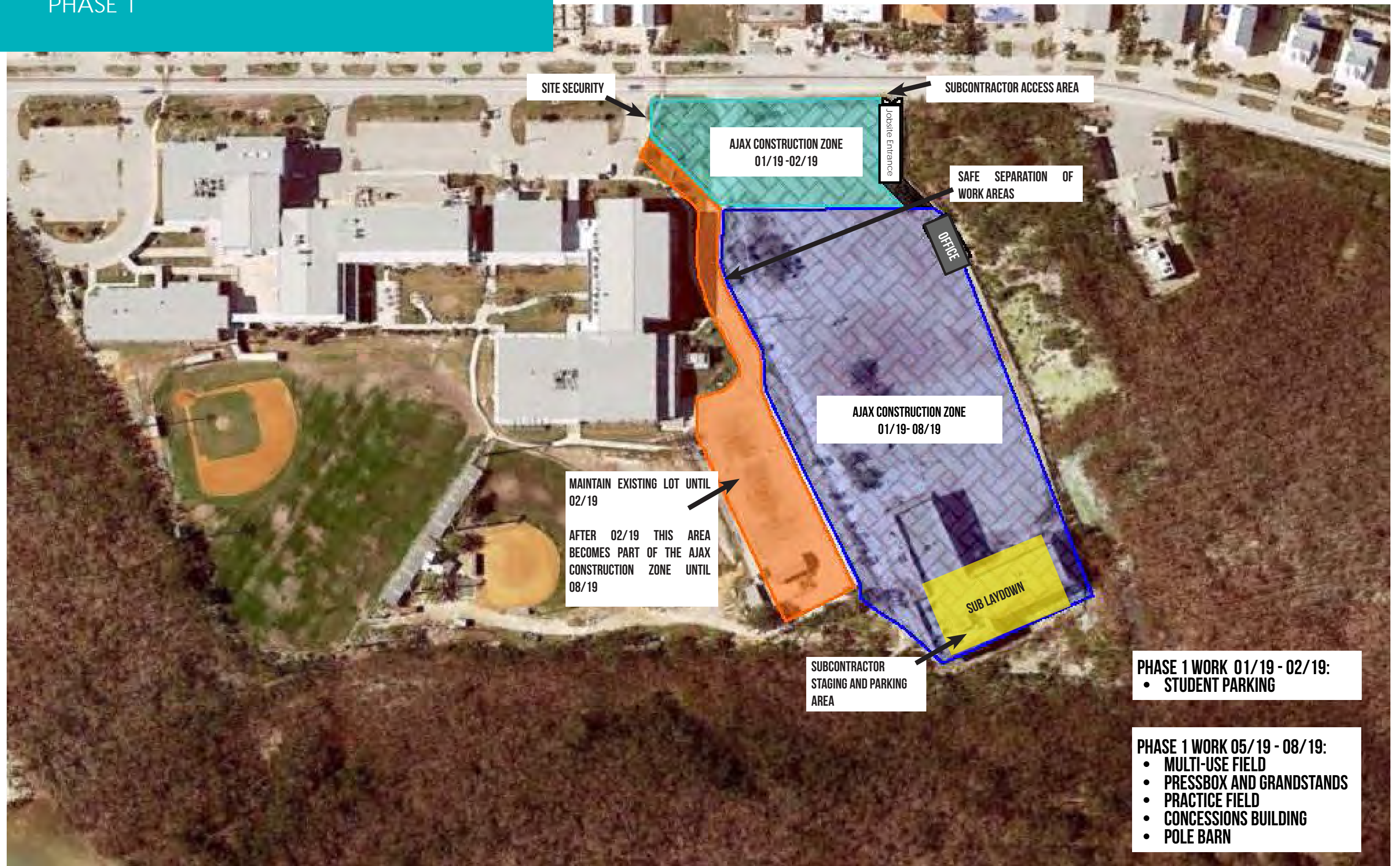
TASK SPECIFIC SAFETY EQUIPMENT

SAFETY DATA SHEETS AVAILABLE AT JOBSITE OFFICE

All of these items are important factors in the success of the project. We will incorporate this knowledge from working on similar projects to the what is being planned for the Sugarloaf School. At the end of this section are representative examples of the previous site use and phasing plans that we developed and incorporated into the approach for the Gerald Adams Elementary School, Stanley Switlik Elementary School and Marathon High School Athletic Complex projects; demonstrating our use of the key elements of a successful and safety focused approach to a K-12 addition and renovation project in Monroe County.

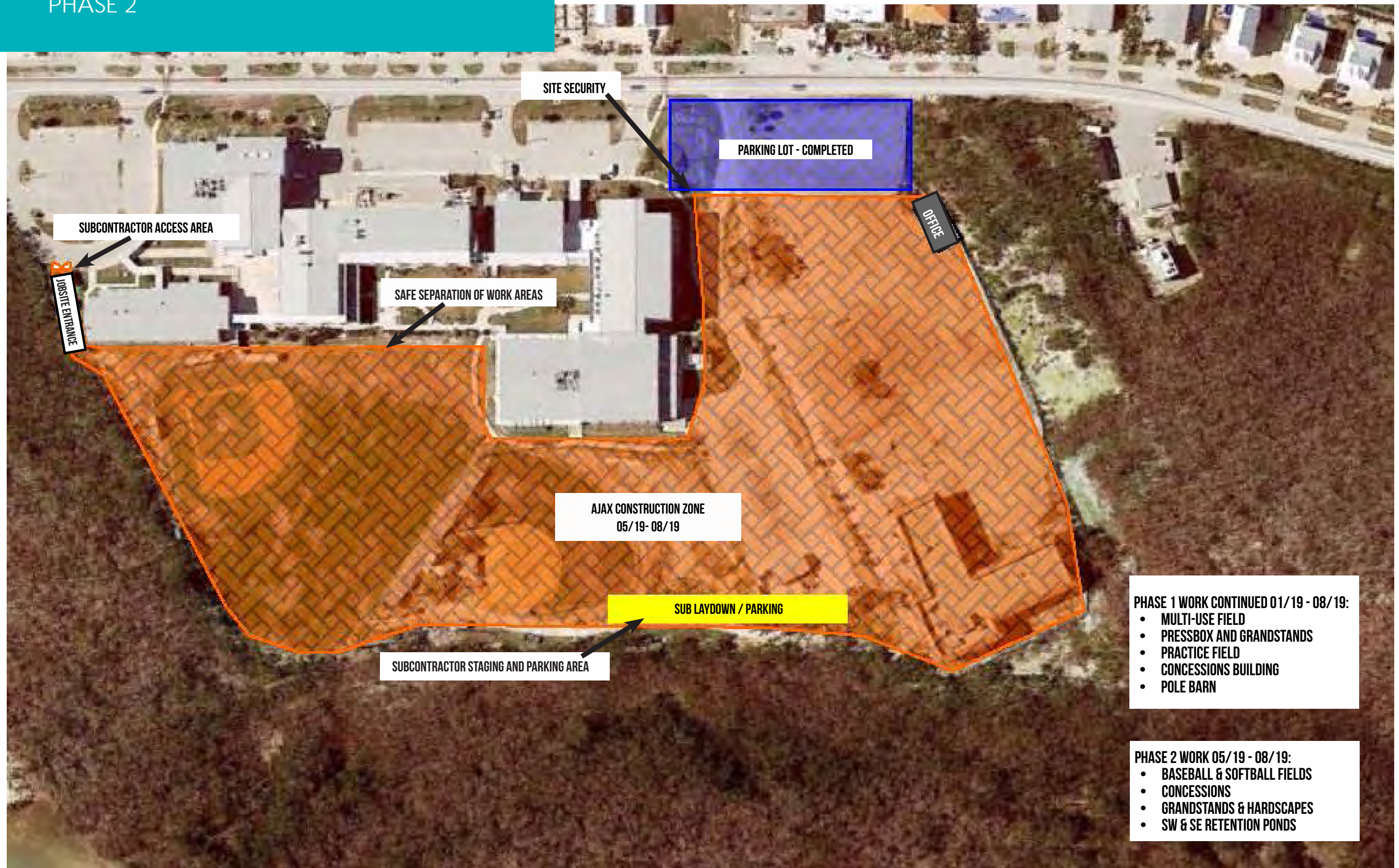
MARATHON HIGH SCHOOL ATHLETIC COMPLEX

PHASE 1



MARATHON HIGH SCHOOL ATHLETIC COMPLEX

PHASE 2



PHASE 1 WORK CONTINUED 01/19 - 08/19:

- MULTI-USE FIELD
- PRESSBOX AND GRANDSTANDS
- PRACTICE FIELD
- CONCESSIONS BUILDING
- POLE BARN

PHASE 2 WORK 05/19 - 08/19:

- BASEBALL & SOFTBALL FIELDS
- CONCESSIONS
- GRANDSTANDS & HARDSCAPES
- SW & SE RETENTION PONDS

GERALD ADAMS ELEMENTARY SCHOOL

PHASE 1



GERALD ADAMS ELEMENTARY SCHOOL
PHASE 1



GERALD ADAMS ELEMENTARY SCHOOL PHASE 1



GERALD ADAMS ELEMENTARY SCHOOL PHASE 1



GERALD ADAMS ELEMENTARY SCHOOL

PHASE 1



GERALD ADAMS ELEMENTARY SCHOOL

PHASE 2



GERALD ADAMS ELEMENTARY SCHOOL

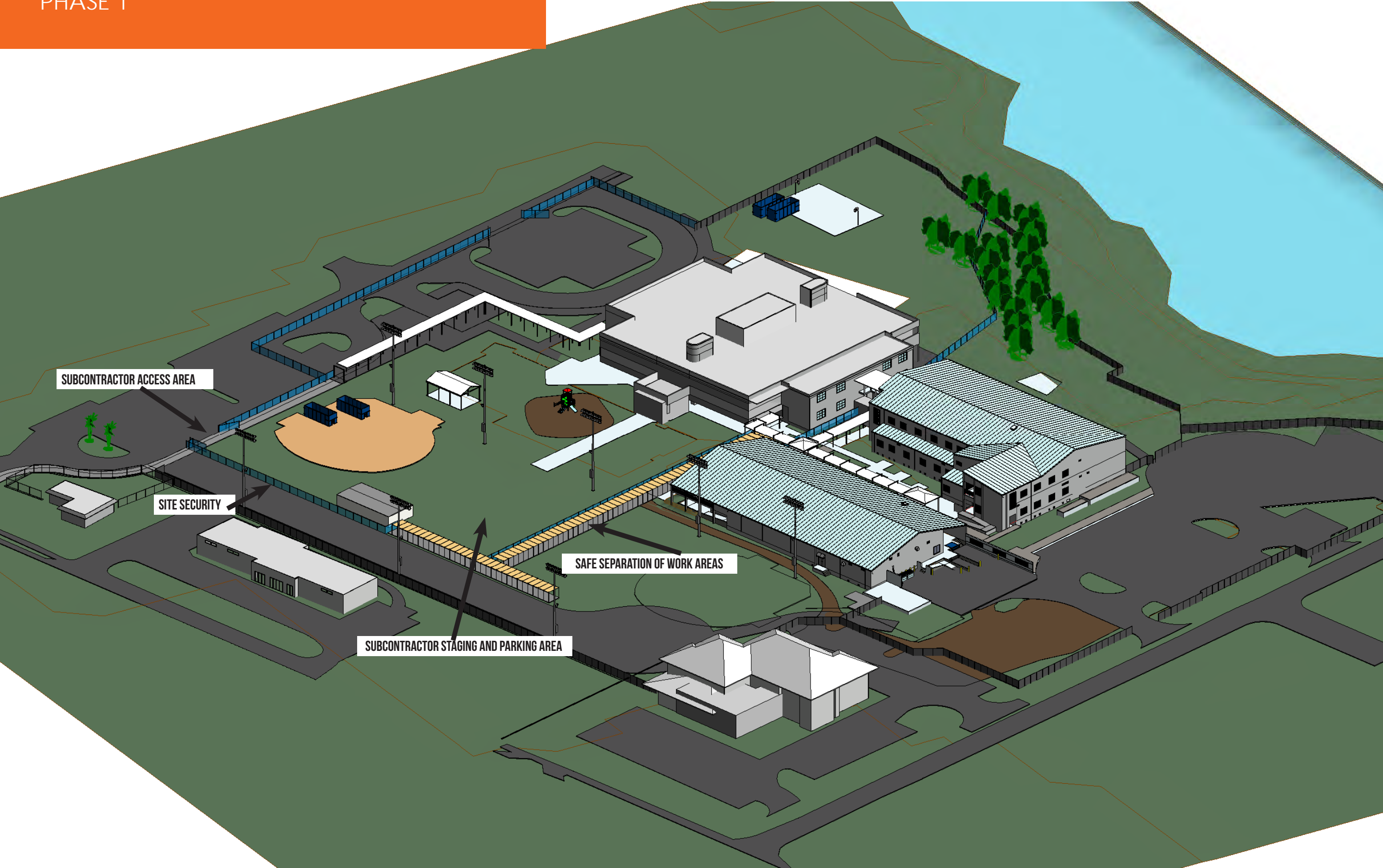
PHASE 3



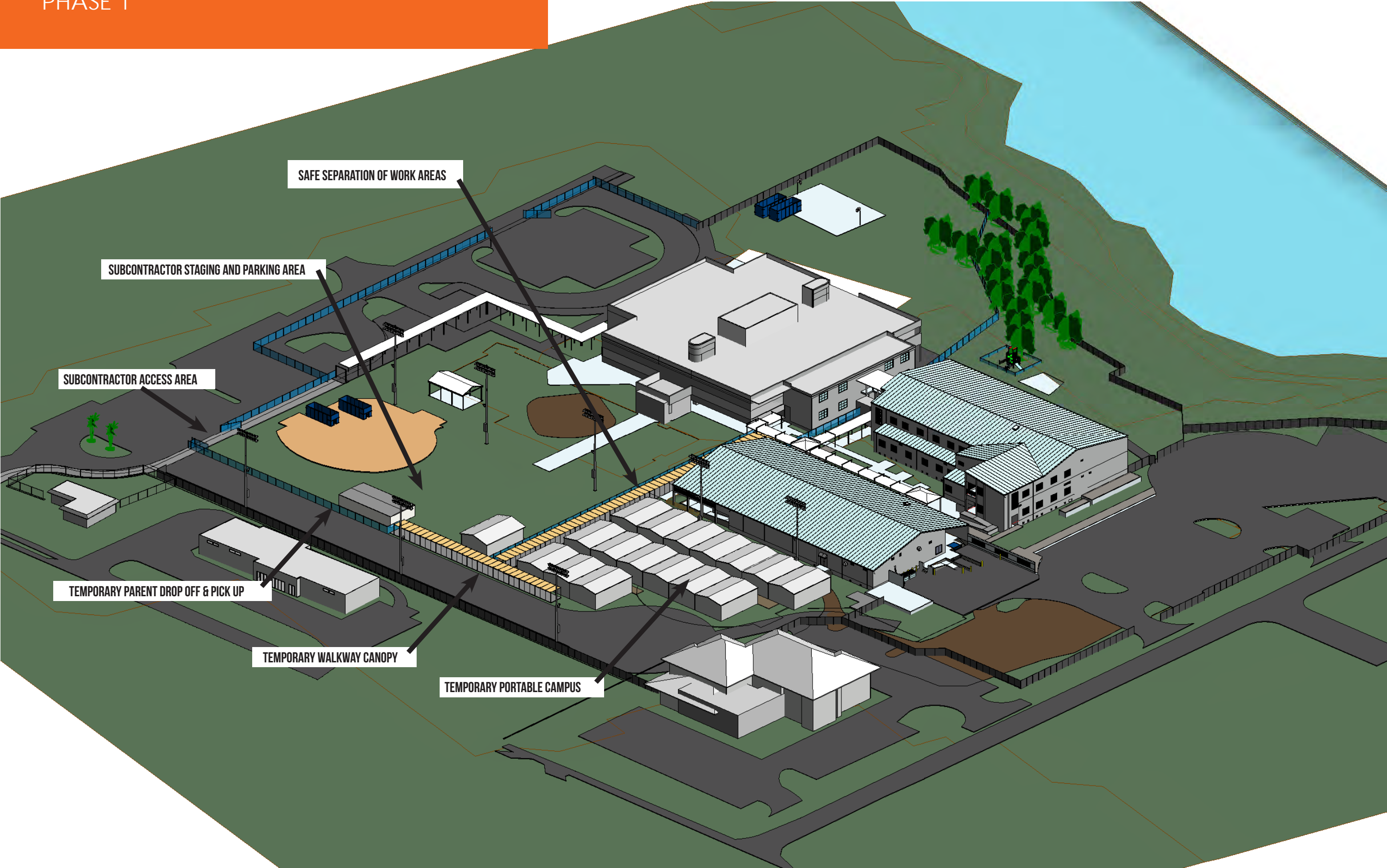
GERALD ADAMS ELEMENTARY SCHOOL COMPLETE



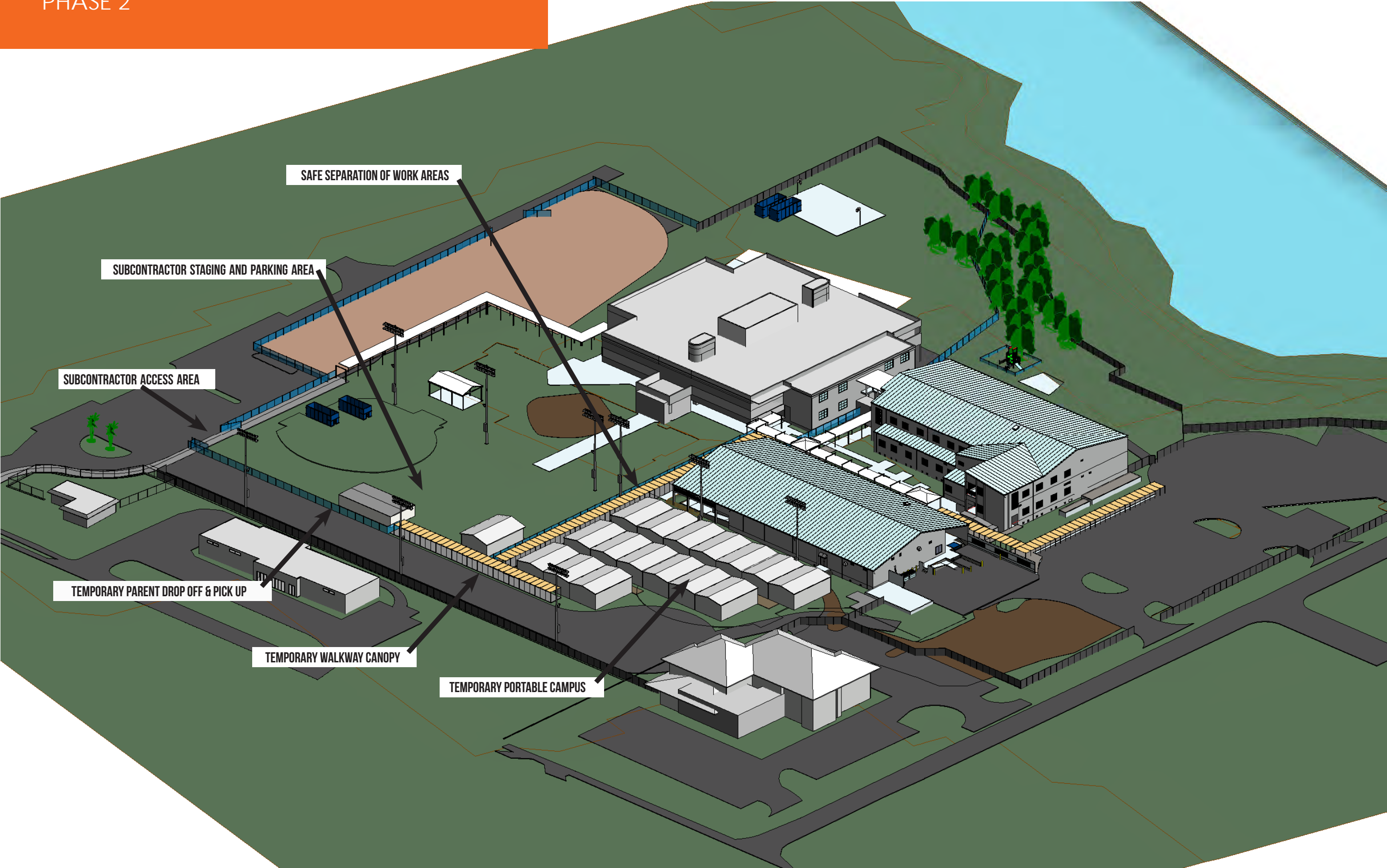
STANLEY SWITLIK ELEMENTARY SCHOOL
PHASE 1



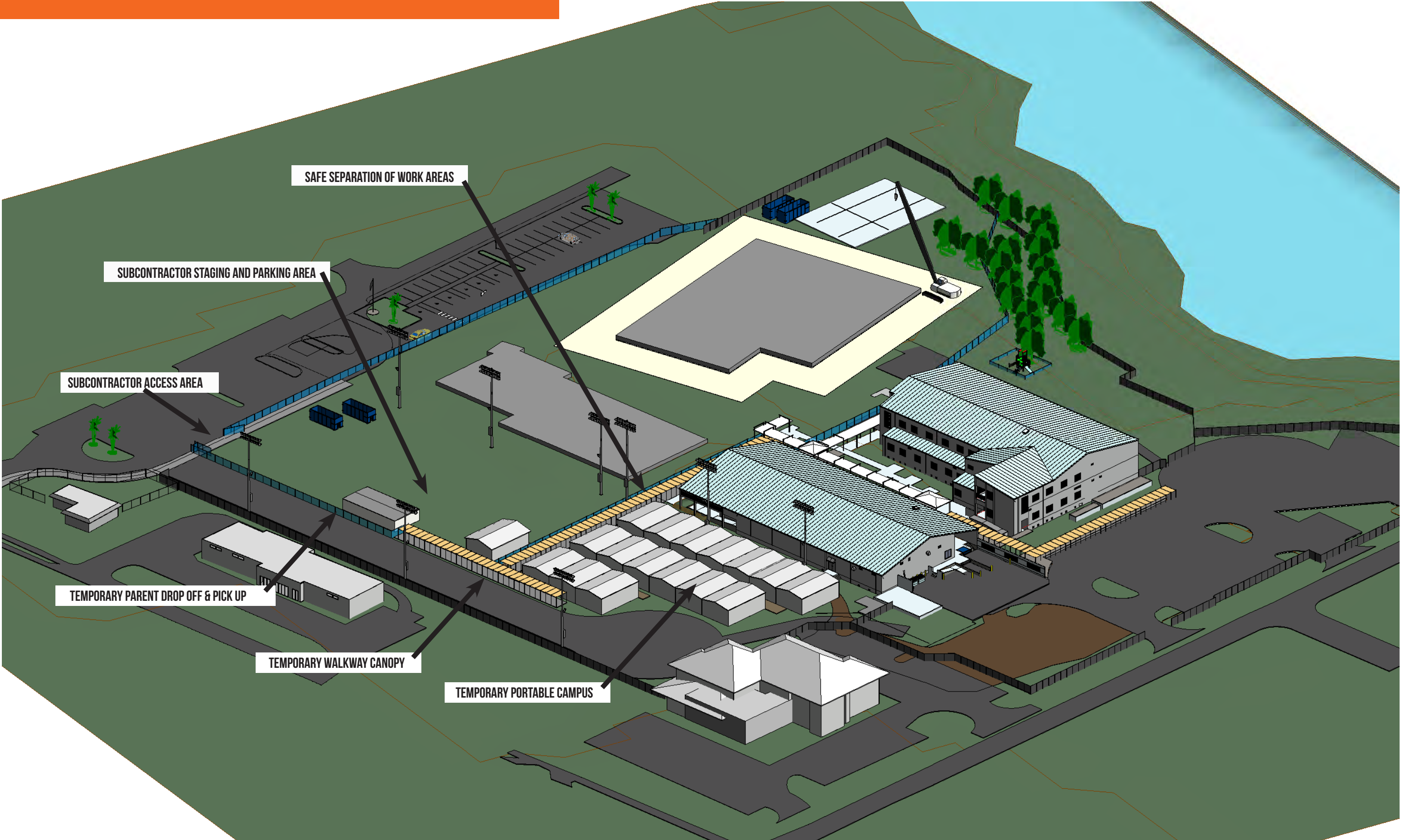
STANLEY SWITLIK ELEMENTARY SCHOOL
PHASE 1



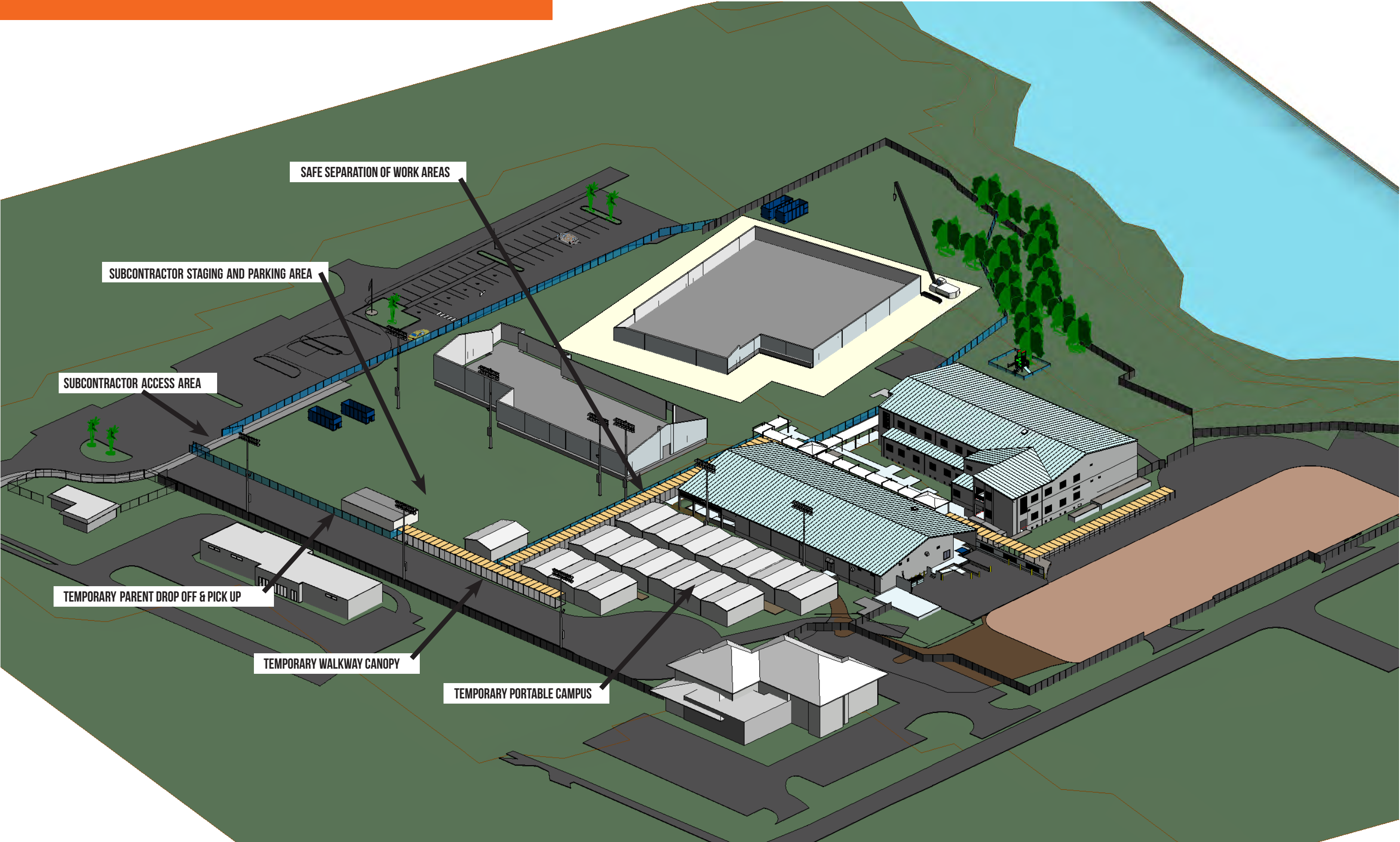
STANLEY SWITLIK ELEMENTARY SCHOOL
PHASE 2



STANLEY SWITLIK ELEMENTARY SCHOOL
PHASE 2

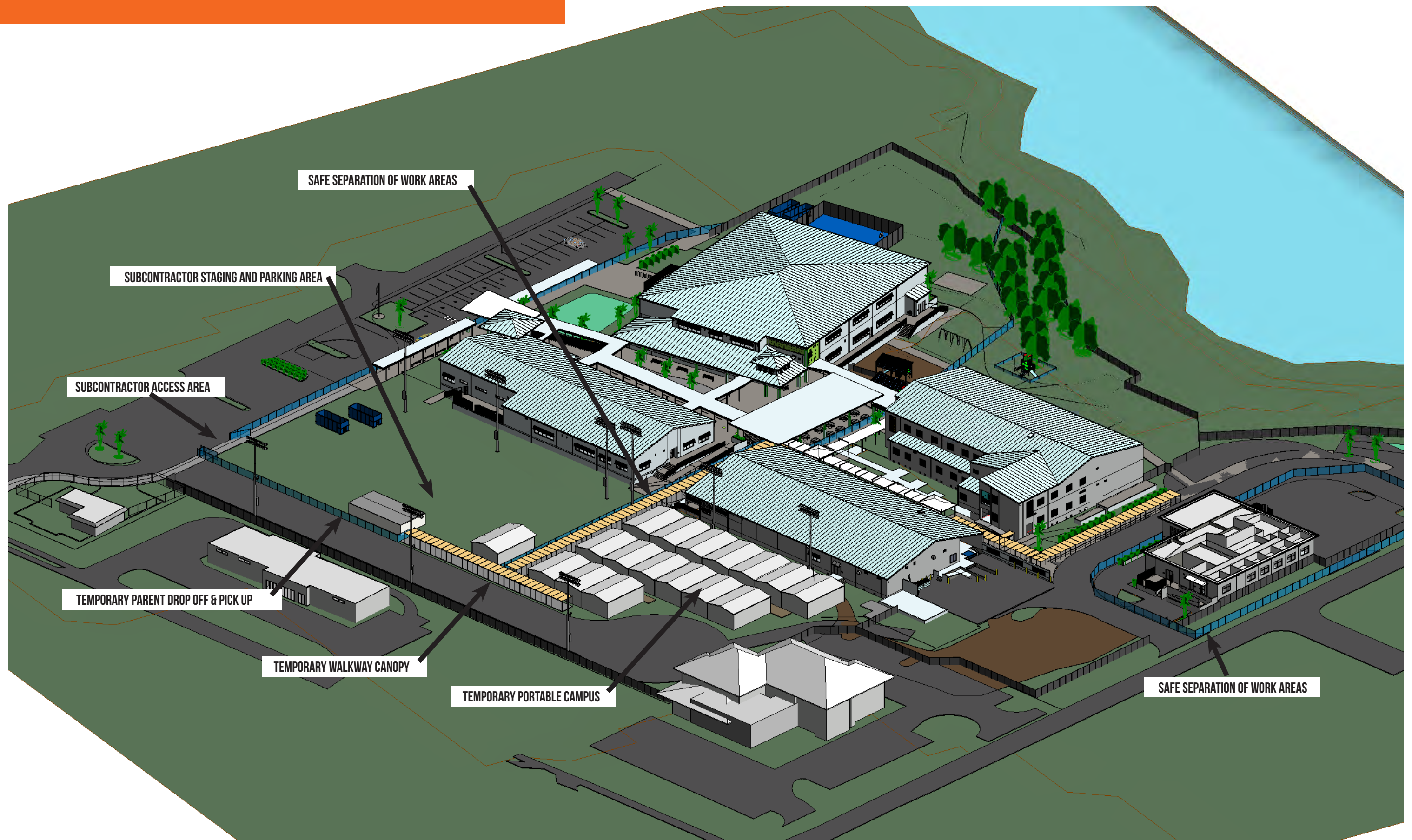


STANLEY SWITLIK ELEMENTARY SCHOOL
PHASE 2

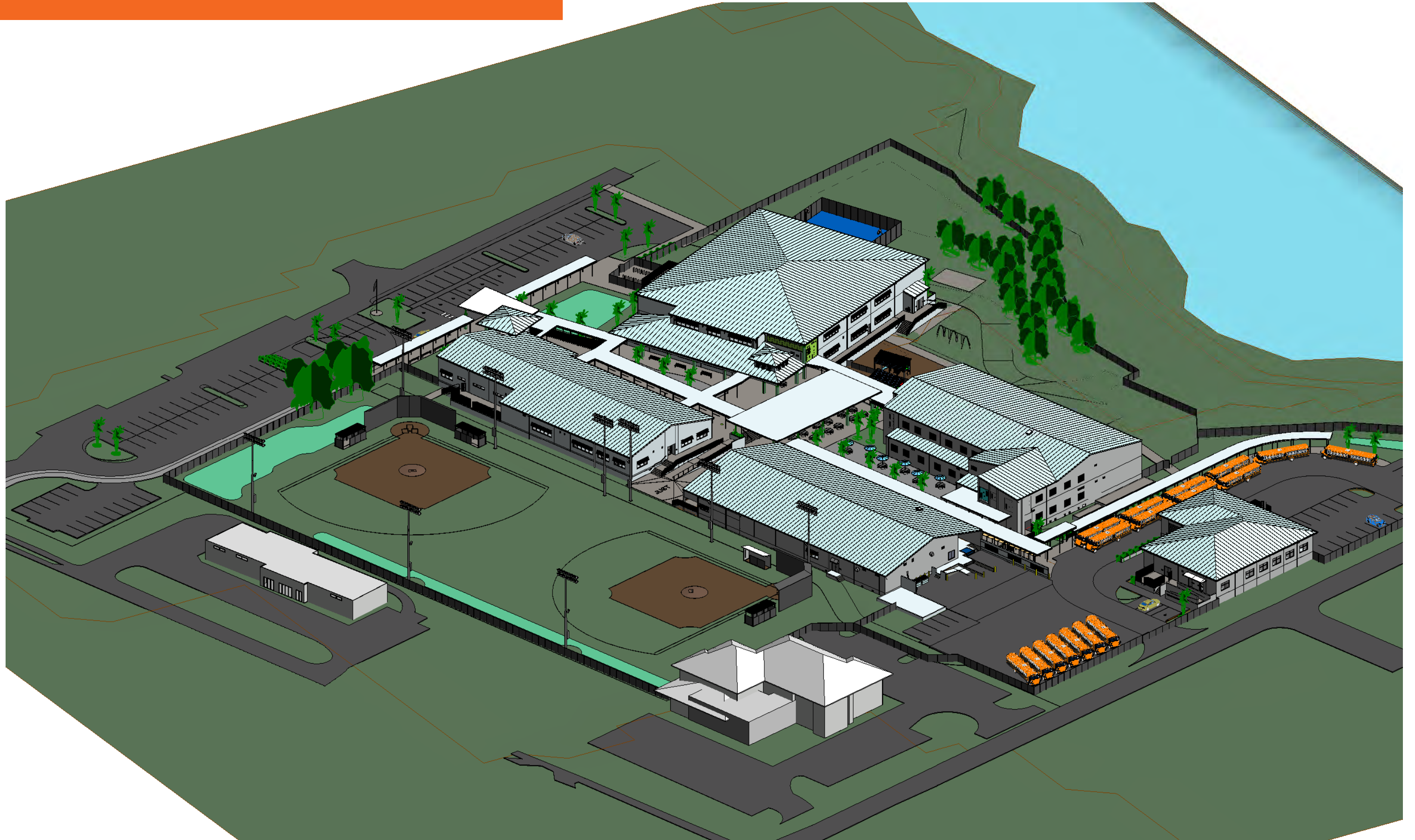


STANLEY SWITLIK ELEMENTARY SCHOOL

PHASE 3



STANLEY SWITLIK ELEMENTARY SCHOOL COMPLETE



COMMUNITY INVOLVEMENT

We understand that schools are an integral part of the communities where they are located. We understand the priorities and needs of the communities in which we build. This is part of the overall approach to all of the Ajax projects we build - Giving Back to the Community. We supported Gerald Adams Elementary School and Sugarloaf School after Hurricane Irma, the employees of Ajax donated to those schools to help those families affected by the storm. We interact with the schools where we work, like reading to students or assisting with science projects. These are just a few examples of what we do for the communities where we work and look forward to continuing these for the Sugarloaf School.



GERALD ADAMS ELEMENTARY

SUPPORTING THE LOCAL COMMUNITY

Giving Back



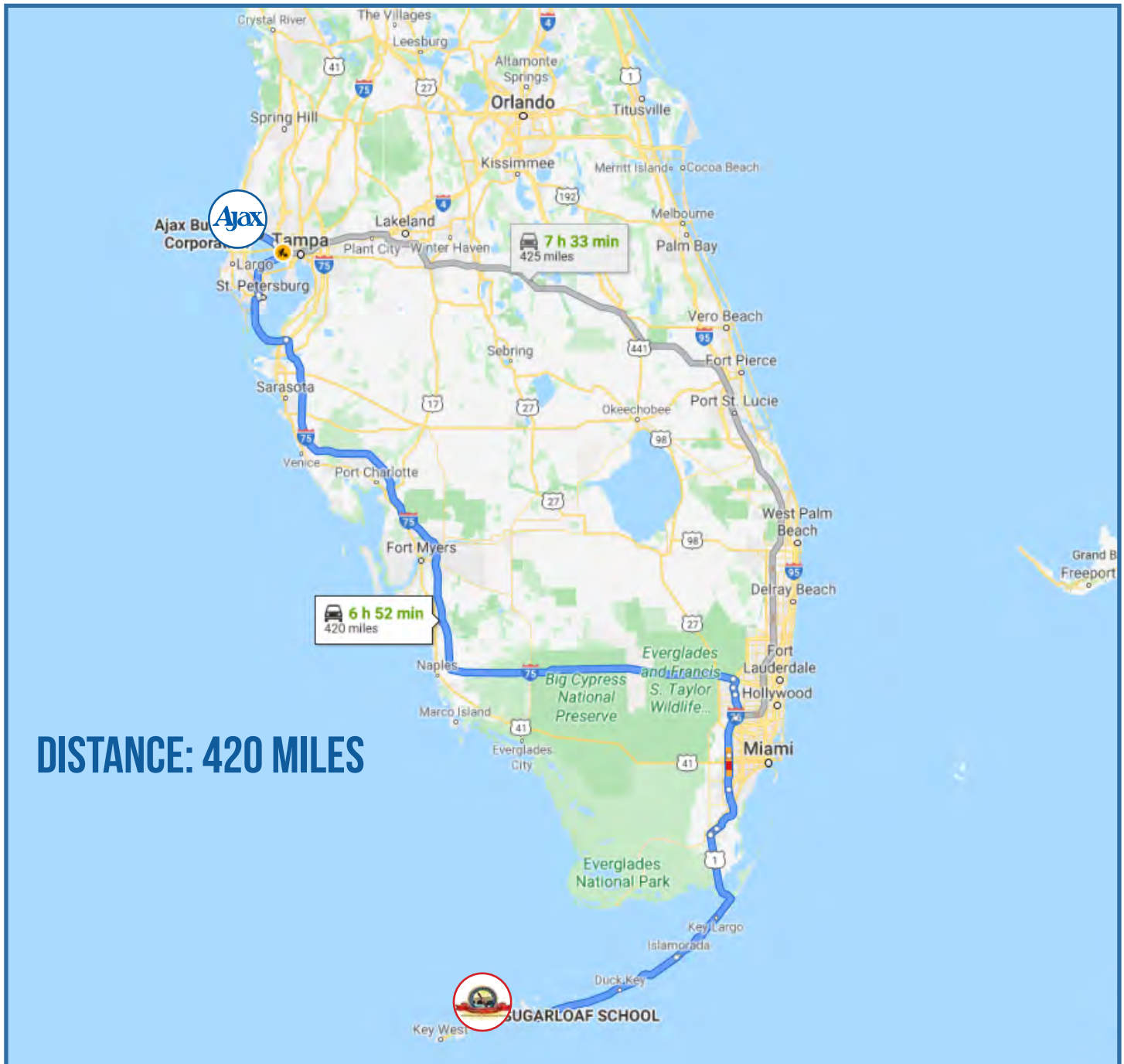
SUGARLOAF ELEMENTARY



STANLEY SWITLIK ELEMENTARY



8. OFFICE LOCATION



OFFICE PROPOSED TO WORK ON THIS PROJECT:

Tampa Office
109 Commerce Boulevard
Oldsmar, FL 34677

9. INSURANCE / BONDING

A. PROFESSIONAL LIABILITY INSURANCE COVERAGE

Arch Insurance Company
\$1,000,000 / \$2,000,000

B. BID, PERFORMANCE, PAYMENT AND GUARANTEE BONDS CAPABILITIES. PROPOSERS SHALL CLEARLY STATE PRESENT AND FUTURE BONDING CAPACITY AVAILABLE FOR THE PROPOSED PROJECT(S) AND SERVICES, BY INCLUDING:

I. THE FULL NAME OF THE BID BOND SURETY COMPANY

Bonding Agent
Willis Towers Watson
Steve Foster
15305 N Dallas Parkway, Suite 1100
Addison TX 75001
(972) 715-6245
steve.foster@willistowerswatson.com

Surety Company
Travelers Casualty and Surety Company of America
Attn: Joseph Powers
343 Thornall St., 5th Floor
Edison, NJ 08837
(732) 321-5614

II. THE STATE IN WHICH THE BID BOND SURETY COMPANY WAS CHARTERED

Florida

III. THE HOME OFFICE ADDRESS OF THE BID BOND COMPANY (CITY & STATE)

Addison TX

IV. OTHER BOND CAPABILITIES

Bonding Capacity
\$500 Million Single Project / \$1.5 Billion Aggregate

C. WORKERS' COMPENSATION\EMPLOYERS LIABILITY INSURANCE

Arch Insurance Company
Statutory Limits \$1,000,000

D. COMPREHENSIVE GENERAL LIABILITY

Arch Insurance Company
\$1,000,000 / \$2,000,000

E COMPREHENSIVE AUTOMOBILE LIABILITY

Arch Insurance Company
\$1,000,000

F. CONTRACTOR'S POLLUTION LIABILITY INSURANCE, IF REQUIRED.

XL Specialty Insurance Company
\$25,000,000 / \$25,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2020

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 have ADDITIONAL INSURED provisions or 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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
CN101636071-AJAX-GAWIJC-20-21 020020	INSURER(S) AFFORDING COVERAGE
INSURED Ajax Building Company, LLC Global Infrastructure Solution, Inc 1080 Commerce Boulevard Midway, FL 32343	INSURER A: Arch Insurance Company 11150 INSURER B: XL Specialty Insurance Company 37885 INSURER C: ACE Property and Casualty Insurance Company 20699 INSURER D: N/A INSURER E: Arch Indemnity Insurance Company 30830 INSURER F:

COVERAGES

CERTIFICATE NUMBER:

NYC-010860919-01

REVISION NUMBER: 3

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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		11PKG8914311 SIR: \$750,000 - NEW YORK ONLY SIR: \$500,000 - ALL OTHER STATES SEE ACORD 101 FOR LIMITS	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,250,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,250,000 GENERAL AGGREGATE \$ 4,500,000 PRODUCTS - COMP/OP AGG \$ 4,500,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		11PKG8914311 (AOS) 11CAB8914411 (MA)	01/01/2020 01/01/2020	01/01/2021 01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		US00064896L19A (\$10,000,000)	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 25,000,000
C	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		XSM G2819884A 003 (\$15,000,000)	01/01/2020	01/01/2021	AGGREGATE \$ 25,000,000
A	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	11WCI8914211 (AOS) 14WCI8925111 (CA, IL, MD, NY, PA, TX)	01/01/2020 01/01/2020	01/01/2021 01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ 2020020 Sugarloaf School CMAR 255 Crane Blvd Sugarloaf Key, FL 33042 RFQ 2020020 Sugarloaf School CMAR Renovation
Monroe County School District is included as an Additional Insured (except for Workers Compensation) as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Monroe County School District 241 Trumbo Road Key West, FL 33040	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 of Marsh USA Inc. Susan C. Ricciardi <i>Susan C. Ricciardi</i>
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ACORD 25 (2016/03)

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January 28, 2020

Ajax Building Company, LLC
109 Commerce Blvd.
Oldsmar, FL 34677

Re: BONDING CAPACITY REFERENCE LETTER

To Whom It May Concern,

Ajax Building Company, LLC is a highly regarded and valued client of Travelers Casualty and Surety Company of America (A.M. Best Financial Strength Rating of A++ (XV)), as Surety, and has the pleasure of extending surety credit to Ajax Building Company, LLC. The Surety is licensed and authorized to transact business in all 50 States. During Ajax Building Company, LLC's history, the company has developed a strong and successful track record of completing projects on time, without claims and within the available budget

We have determined that Ajax Building Company, LLC is capable of obtaining a performance bond and a payment bond for the Project, and the Surety for, Ajax Building Company, LLC is prepared to provide a performance and payment bond for the Project in the form and amount required by the Agreement. The Surety has, in the past, considered and provided bonding for individual projects in excess of \$500,000,000 and provided surety support for uncompleted work programs in excess of \$1,500,000,000.

Our consideration and issuance of bonds is a matter solely between the Ajax Building Company, LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter. The Surety reserves their right to review for any adverse changes to the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.



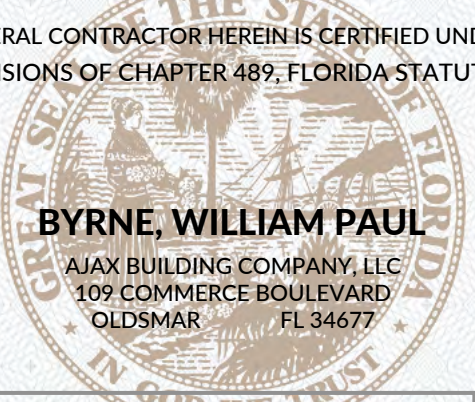

We trust this information meets your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,



Laurie Pflug
Attorney-in-Fact for
Travelers Casualty and Surety Company of America

Willis of Texas, Inc.
500 N. Akard St., Suite 4300
Dallas, TX 75201
972 715 6245
laurie.pflug@willistowerswatson.com

	Ron DeSantis, Governor	Halsey Beshears, Secretary	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION			
CONSTRUCTION INDUSTRY LICENSING BOARD			
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
 BYRNE, WILLIAM PAUL AJAX BUILDING COMPANY, LLC 109 COMMERCE BOULEVARD OLDSMAR FL 34677			
<div style="border: 1px solid black; padding: 2px; display: inline-block;">LICENSE NUMBER: CGC042112</div> EXPIRATION DATE: AUGUST 31, 2020 Always verify licenses online at MyFloridaLicense.com			
	Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.		

State of Florida

Department of State

I certify from the records of this office that AJAX BUILDING COMPANY, LLC is a limited liability company organized under the laws of the State of Florida, filed on June 27, 2019, effective May 7, 1962.

The document number of this limited liability company is L19000160919.

I further certify that said limited liability company has paid all fees due this office through December 31, 1962 and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-eighth day of
February, 2020*



Ronald R. DeSantis
Secretary of State

Tracking Number: 8962178207CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

11. REFERENCE FORM

RFQ 2020020 Sugarloaf School CMAR

REFERENCE FORM - APPENDIX B

Provide three references from agencies you have provided similar goods or services to in the past three (3) years.

Reference # 1

Organization Name: Pasco County Schools, Cypress Creek Middle School Telephone 727.774.7950

Contact Name: Michael Gude

Email Address: mgude@pasco.k12.fl.us

Scope of Work Provided: New 195,000 SF Middle School, tilt wall construction, multiple buildings. Will share site with existing high school and new performing arts facility.

Project Dollar Value: \$36,504,436

Present Contract Status: _____ Contract Dates: 10/18 - 6/20

Reference # 2

Organization Name: Pinellas County Schools, Pinellas Technical College Telephone 727.638.3661

Contact Name: Rick Bevilacqua

Email Address: rickeybev@yahoo.com

Scope of Work Provided: This project involved multi-phase renovations at Pinellas Technical College Clearwater Campus. Ajax renovated and repaired 13 buildings on the campus, constructed two (2) new classroom buildings, a pre-engineered metal building structure for outdoor automotive repairs and re-roofing of four (4) classroom buildings. The interior work included renovating the administration areas student services, nursing classroom/labs, HVAC instructional space, automotive and welding instructional space, and cosmetology classrooms. Exterior work consisted of metal panels at Buildings 5, 6, and 7, an expanded Eastern Florida State College, Student Union chiller yard with two (2) new chillers, new rear driveway to the Admin building and a new main entry drive and round-a-bout.

Project Dollar Value: \$17,292,924

Present Contract Status: _____ Contract Dates: 10/17 - 2/19

Reference # 3

Organization Name: Eastern Florida State College, Student Union

Telephone: 321.433.7090

Contact Name: Richard Laird

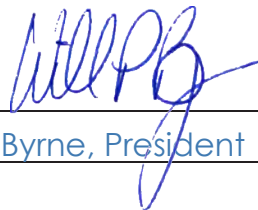
Address: lairdr@easternflorida.edu

Scope of Work Provided: The new Student Union building is Ajax's third major new building construction project for the College and will be a hub of student activity on the College's Melbourne campus. The facility will comprise 28,000 SF with space for a variety of student services, including student government, clubs and activities, computer, study and advising rooms, as well as a food court. The Student Union will also house services for the Career Planning and Development Center where students get assistance to select the career path that's best for them, learn job-hunting skills, participate in job fairs, gain internships and meet with recruiters from business and industry.

Project Dollar Value: \$17,160,000

Present Contract Status: _____ Contract Dates: 11/15 - 2/17

Authorized Representative's Signature



Date: 4/10/20

Name (Printed) and Title: William P. Byrne, President

12. FINANCIAL RESPONSIBILITY

FINANCIAL STATEMENT

Please find our most recent financial statement in an separate file labeled "Confidential".

A. FOR HOW MANY YEARS HAS YOUR FIRM HAS BEEN PROVIDING CMAR SERVICES?

23 Years

B. WHAT IS THE FIRM'S FORM OF BUSINESS (E.G. PROPRIETORSHIP, LLC, ETC)

Limited Liability Company

C. PROVIDE BANK REFERENCES AND ANY OTHER INFORMATION THE APPLICANT MAY WISH TO SUPPLY TO VERIFY FINANCIAL RESPONSIBILITY.

Capital City Bank
Bill Brimacombe
304 E. Tennessee Street
Tallahassee, FL 32301
(850) 402-7724
Fax: (850) 402-7729
Brimacombe.bill@ccbg.com



FOLLOW US



@ajaxbuilding

Monroe County School District

REQUEST FOR QUALIFICATIONS

RFQ 2020020

Sugarloaf School - Construction Manager at Risk



Members of the Board

District # 3
MINDY CONN
Chairwoman

District #4
JOHN DICK
Vice-Chairman

District # 1
BOBBY HIGHSMITH

District # 2
ANDY GRIFFITHS

District # 5
DR. SUE WOLTANSKI

Mark T. Porter
Superintendent of Schools

RFQ 2020020 – Sugarloaf School CMAR

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- Conditions and Limitations		High Risk Offenders	pg. 34
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RFQ 2020020 Sugarloaf School CMAR

REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on April 13, 2020 at 10:00 am the School Board of Monroe County (the "School District" or "School Board") will open sealed proposals for the following:

RFQ 2020020

Sugarloaf School - Construction Manager at Risk

Specifications and proposal documents may be requested from Demand Star by Onvia by calling 1-800-711-1712 or by going to the website www.demandstar.com. The public record documents are available on the district website at www.KeysSchools.com or by contacting the Internal Services Department / Purchasing Division, 241 Trumbo Road, Key West, FL 33040.

Questions regarding the proposal should be directed by e-mail to Suanne Lee, Director of Internal Services at Suanne.Lee@KeysSchools.com.

From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on www.demandstar.com. You should periodically check the website to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

Proposals must be submitted electronically to www.demandstar.com. Hard copy or email proposals will not be accepted. All proposals must be submitted on or before April 13, 2020 at 9:59 am. No waivers shall be allowed.

The Monroe County School District reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the Board to do so.

All proposals must remain valid for a period of ninety (90) days or until the MCSB approves the contract. The School Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).

Recommendation to the District School Board of Monroe County will be based upon a proposal(s) that represent the best interest of the District and award of the contract will be deemed by the board to be in the best interest of Monroe County.

Suanne C. Lee, CPPO, CPPB, FCRM, RMLO
Director of Internal Services
Released in Key West, Florida
February 26, 2020

RFQ 2020020 Sugarloaf School CMAR

***District School Board of Monroe County
Internal Services Department / Purchasing Division***

PROPOSAL FORM

RFQ 2020020 – Sugarloaf School - Construction Manager at Risk

BID DUE /BID OPENING DATE/TIME: April 13, 2020 at 10:00 a.m.

***PROPOSALS MUST BE SUBMITTED ELECTRONICALLY
TO WWW.DEMANDSTAR.COM. HARD COPY OR EMAIL
PROPOSALS WILL NOT BE ACCEPTED.***

NAME OF COMPANY

***PLEASE BE SURE THAT THE NAME OF
YOUR COMPANY APPEARS ON EACH
PAGE OF THIS PROPOSAL FORM.***

ADDRESS OF COMPANY

***IF SIGNED BY AN AGENT OF NAMED COMPANY
WRITTEN EVIDENCE FROM THE OWNER OF
RECORD OF HIS/HER AUTHORITY MUST
ACCOMPANY THIS PROPOSAL.***

PRINT NAME OF AUTHORIZED SIGNATURE

EMAIL ADDRESS

TELEPHONE No.

FAX

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 36 inclusive of this Request for Proposal, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFQ and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of
Proposer's Authorized Representative (blue ink preferred on original) _____ Date _____

Proposer's Authorized Representative _____ Title of Proposer's Authorized Representative _____

RFQ 2020020 Sugarloaf School CMAR

SCOPE OF WORK

GENERAL INFORMATION

The School Board of Monroe County, Florida will select a qualified CMAR, under provisions of Florida Statutes, to provide Construction Management at Risk services for the Sugarloaf School Project, 255 Crane Boulevard, Sugarloaf Key, Florida 33042. An aerial view of the property location (Appendix A) is attached.

PROJECT INFORMATION

Monroe County School District requires renovation of existing buildings on the school site consisting of approximately 22,000 +/- square feet combined (constructed in 1997), demolition of six (6) original classroom buildings consisting of approximately 44,000 square feet (constructed in 1968, 1986 and 1987), and building of a new 30,000 +/- square foot building that will provide a State of the Art 21st Century Learning Environment for the community. The new structure will be built as a multi-structure, two story, educational facility that incorporates the latest features in flexible learning spaces, technology, and security. The project will be designed to meet all Florida Building Codes, SREF, and provide a safe, environmentally friendly school. There will also be a new 1,000 +/- square foot transportation shop constructed on the site to facilitate the MCSD personnel needs of the transportation department in the Sugarloaf area.

Accommodations to the site, access roads, parking, and site conditions may need to be modified to enable use of the existing structures for continued school operations during construction of the new facility. The existing original school, buildings #6-11, will be once the new school building is complete to allow for future redevelopment of the site. This will require that the critical path for work performed be phased in a way that does not disrupt normal school activities throughout the construction process. The majority of the renovation work to the existing buildings will need to be performed during the summer months to avoid any disruptions or displacement of MCSD students and staff. The renovation work will consist of updated electrical, plumbing, data, intercom systems, etc., classroom/office configuration, modernization, new finishes and furnishing, repair and replace flooring, update security, painting, etc. The renewal of the campus will address safety and security and provide a primary point of entry to the school. Construction access to the site and during construction will be a major challenge on this project. Sugarloaf Affordable Housing outlined on the aerial view (Appendix A) may simultaneously be under development. Access to the east side of the property must be controlled and maintained. The existing transportation facilities include a fueling station that is utilized by Monroe County and the Fire Department and must remain accessible at all times (Appendix A). Offsite storage and parking will need to be considered for planning this project. Utilities and other critical infrastructure will be designed to enable future expansion on the property. The new school building will need to meet the U.S. Green Building Council Green School Buildings specifications, while achieving Green Globes certification. All energy saving strategies should be considered to include energy management systems and alternative energy sources.

SECTION I: GENERAL INFORMATION

A. PURPOSE

RFQ 2020020 Sugarloaf School CMAR

1. To identify steps to be taken in the selection of CM at-Risk (CMAR) firms needed for the execution of the Monroe County School District (MCSD) Educational Facilities Work Plan.
2. To procure professional CMAR services in an efficient, cost effective and timely manner and in compliance with Florida Statute (F.S) 287.055, Florida laws, rules, codes and School Board Policies including, but not limited to Policy 6330.
3. To encourage qualified CMAR firms to submit statements of qualifications and performance data when such services are advertised.

B. INTENT

1. The Board intends to procure a CMAR firm to perform construction management of risk functions and to be responsible for all scheduling and coordination (in both design and construction phases), along with assuming responsibility for the successful, timely, and economical completion of the construction project. The CMAR entity must consist of, or contract with, licensed professionals for the specific fields or areas of construction to be performed, as required by Florida Statutes.
2. The CMAR firm after having been selected and commissioned for preconstruction services may be required to offer a Guaranteed Maximum Price (GMP) for the actual construction; in which case, the CMAR entity must secure appropriate surety bonds pursuant to Chapter 255.05 F.S. and must hold construction subcontracts.
3. The selected proposer will negotiate a CM at-risk Agreement with the Board that will include pre-construction services and may include the actual construction of the project. The ranking and selection process will be based on criteria including, but not limited to, the firm's workload, qualifications for the task, experience with similar projects and performance on previous assignments.

SECTION II: ABOUT THE PROCESS

- A. The Selection of Construction Manager at Risk services shall be in accordance with F.S. §287.055, the Consultants' Competitive Negotiation Act.
- B. Effective upon the release of this RFQ, any attempt by any responder to influence any member of the ranking committee, the Superintendent of Schools, or any Member of the School Board, or any employee of the School Board with regard to this selection outside the prescribed selection process will disqualify such a responder from doing business with the Monroe County School Board under this RFQ.
- C. The Ranking Committee shall determine qualifications, interest and availability by reviewing all written responses to the RFQ to determine the best qualified based upon the evaluation of written responses..
- D. A reasonable inquiry will be conducted by the Ranking Committee as to respondents' experience, past performance, quality of work, staffing and facilities, method of operation, interest in project, references, financial stability, and ability to perform on schedule, within budget, and in a fashion which results in customer satisfaction with quality results. Respondents are responsible to promptly supply additional

RFQ 2020020 Sugarloaf School CMAR

information to the committee in connection with such inquiries. Once all information has been reviewed the committee will rank.

- E. The Monroe County School District Planning and Construction Department will negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. Negotiations may be conducted on a single or multi-session basis. The Department will continue to meet with the highest-ranked proposer until a satisfactory agreement is reached, or until negotiations are considered to be no longer productive.
- F. If an agreement cannot be reached, MCSD Planning and Construction will terminate negotiations with the proposer, advise the proposer of termination in writing, and proceed to negotiate with the next ranked proposer for that same project. Negotiations with the next ranked proposer will be conducted on the same basis and with the same maximum fee as with the previous proposer. If negotiations are unsuccessful, the proposer will be advised of termination and the process repeated with the third, and so on.
- G. If the MCSD Planning and Construction Department is unable to negotiate a satisfactory agreement (in the order of final ranking) with any of the firms, then the services may be re-advertised, or an alternative delivery method may be used to accomplish all or part of the required services.
- H. Once an agreement is reached, the Executive Director of Operations and Planning will take the selection committee's recommendation to the Board for approval outlining negotiating points such as basic services, support fees, hourly rates, payment schedule(s), scope of work, and construction budget.

SECTION III: ELIGIBILITY

- A. **LICENSED:** Proposers must be authorized to do business in the State of Florida and must possess all required registration(s), certification(s) and license(s) in accordance with all applicable Florida Statutes, ordinances, regulations, and/or Board Policies.
- B. **YEARS IN BUSINESS:** If the proposer is a newly formed firm/company, or joint venture, at least one principal must have been a principal of a firm(s) for a period of no less than five (5) years (or if the solicitation is for a sheltered market, no less than one (1) year with documented proof of similar responsibilities and experience). Proposer is to provide appropriate documentation for review. "Principal" of a firm shall be defined as the sole proprietor in the case of a sole proprietorship, all partners in the case of a partnership or joint venture, or all shareholders and officers in a corporation. When a joint venture or a partnership is formed by one or more corporations, each of the shareholders and officers of the corporation(s) shall be considered a principal.

RFQ 2020020 Sugarloaf School CMAR

- C. DEBARMENT: Pursuant to School Board Policy, Contractor Debarment Procedures, debarred contractors are excluded from conducting business with the Board as agents, representatives, partners and associates of other contractors, subcontractors or individual sureties.
- D. TERMINATED CONTRACT WITH MCSD: Any firm or individual whose contract/agreement has been terminated by the Board within three (3) years of the RFQ Response due date, with cause, will not be considered under this RFQ.
- E. CONVICTIONS: Pursuant to Chapter 287.133(2)(a) of the Florida Statutes, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to the public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION IV: SUBMISSION REQUIREMENTS

A. FORMAT:

Proposals must be submitted electronically to www.demandstar.com. Hard copy or email proposals will not be accepted.

1. DemandStar requires that all documents be downloaded, completed, saved and reloaded to submit your proposal. DemandStar does not support online document completion.
2. The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.
3. It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your proposal to DemandStar.
4. The District will only consider proposals that have been uploaded and submitted through DemandStar prior to the bid closing date and time. Allow sufficient time to complete your proposal.

RFQ 2020020 Sugarloaf School CMAR

5. **IMPORTANT INFORMATION:** When finished uploading all required documents, at the end of the document, you must submit your response. After clicking “Submit Response” the following process will begin:
 - a. DemandStar will verify that your response is complete as entered.
 - b. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
 - c. You will receive a confirmation e-mail indicating a successful response submittal.
 - d. If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712.
6. Be advised that registering with DemandStar is a FREE service if registering to receive Monroe County School District solicitations.

B. DOCUMENTS REQUIRED:

1. **RFQ (BID) PACKAGE:** The document you are reading is the RFQ (Bid) Package. There are several pages which require signature. The package can be returned in full with necessary signatures included or you can extract the signature pages and submit only those.
2. **RELATED PROJECT EXPERIENCE:** List up to five (5) projects each for pre-construction services and for construction management at risk projects completed within the last ten (10) years. You may list Florida Public School System projects (preferred) or other comparable projects.
 - a. Projects listed may not be considered for more than one category. List the projects which best illustrate the experience of the firm and current staff to be assigned to work on this project. (Consideration will only be given to the successful completion of previous projects comparable in design, scope, size, and complexity.)
 - b. The proposer may submit projects from continuing (term) contracts including Florida Public School System, or from public agency continuing (term) contracts and/or any other specific projects, completed within fifteen (15) years which are comparable in size, scope and complexity. Projects completed as individual experience by the principal may be submitted for consideration under this factor for a sheltered market.
3. **ENERGY EFFICIENT:** Tell us about your experience with cost effective, technology driven, energy efficient, and healthy building. Give examples of green projects previously completed.
4. **CONTROL OVER PROJECTS:** For three of the projects listed under item 2 describe the way your firm maintained quality control during the pre-construction and construction phases. Provide specific examples of :
 - a) Cost controls
 - b) Timeline controls

RFQ 2020020 Sugarloaf School CMAR

c) Techniques Used

5. **PROFESSIONAL / TECHNICAL OFFICE STAFF:** This component describes the general and specific project related capabilities of the proposer's in-house staff and should demonstrate the depth of the proposer's organization. Include management, technical and support staff. Do not include clerical support personnel, part-time employees or sub-contractors as part of the proposed technical office staff.
 - a. Provide a maximum of four professional/technical office staff members from the proposer's firm.
 - b. Provide a brief resume of key employees to be assigned to the project. The proposer should emphasize the depth of its employees' experience with public education projects.
6. **ON-SITE STAFF:** Similar to item 4, above, the capabilities and experience of the on-site field staff shall be evaluated with specific attention to the project. Proposers should emphasize the employees' experience with public educational projects. Do not include clerical support personnel, part time employees or sub-contractors as part of the proposed on-site.
 - a. Provide a maximum of four on-site construction staff members from the proposer's firm.
 - b. Provide a brief resume of key employees to be assigned to the project. The proposer should emphasize the depth of its employees' experience with public educational projects. If a staff member is also listed under Item 4, one resume is required.
7. **PROJECT APPROACH:** Given your previous experience and limited knowledge of the project to date, give us your initial approach to this project.
8. **OFFICE LOCATION:** Identify the location of the proposer's office that will have direct responsibility for the proposed project. Provide the actual distance, in miles, from office to the project site.
9. **INSURANCE / BONDING:** The successful firm must have the proper bonding and insurance coverages for the required services. Proposers must submit proof of insurance coverages and letters of intent from their bonding and/or insurance company to cover all bonding/insurance requirements. Sample certificates of bond/insurance coverage for the required services may include, but are not limited to the following:
 - a. Professional Liability Insurance Coverage

RFQ 2020020 Sugarloaf School CMAR

- b. Bid, Performance, Payment and Guarantee Bonds capabilities. Proposers shall clearly state present and future bonding capacity available for the proposed project(s) and services, by including:
 - The full name of the Bid Bond Surety Company
 - The State in which the Bid Bond Surety Company was chartered
 - The home office address of the Bid Bond Company (city & state)
 - Other Bond capabilities
 - c. Workers' Compensation\Employers Liability Insurance
 - d. Comprehensive General Liability
 - e. Comprehensive Automobile Liability
 - f. Contractor's Pollution Liability Insurance, if required.
8. LICENSES: Proposers must be authorized to do business in the State of Florida and must possess all required registration(s), certification(s) and license(s) in accordance with all applicable Florida Statutes, ordinances, regulations, and/or Board Policies.
- a. All required business-related documents shall be included in the RFQ.
 - b. Attach a reproduction of the current Florida Registration Certificate. Copies of all should be included.
9. REFERENCE FORM (Appendix B)
10. FINANCIAL RESPONSIBILITY: Provide a copy of the firm's latest financial statement.
- a. For how many years has your firm been providing CMAR services?
 - b. What is the firm's form of business (e.g. proprietorship, LLC, etc.)
 - c. Provide bank references and any other information the applicant may wish to supply to verify financial responsibility.

SECTION V: SELECTION

- A. The Ranking Committee will review all proposals and then rank the firms using the matrix below. The evaluation of the respondents will be based upon the complete proposal and the respondents are requested to provide, as a minimum, the information listed under each criterion.

RFQ 2020020 Sugarloaf School CMAR

B. Matrix:

- a. School Experience – 20 point max (SECTION 2)
- b. Technology Driven/Energy Efficient Projects – 10 point max (SECTION 3)
- c. Quality/Cost/Timeline Control – 10 point max (SECTION 4)
- d. Team Experience – 20 point max (SECTION 5-6)
- e. Project Approach – 30 point max (Section 7)
- f. Financial Stability – 10 point max (SECTION 10)

C. At the conclusion of the ranking, the committee will make a recommendation which will be submitted to the Monroe County School Board for approval.

RFQ 2020020 Sugarloaf School CMAR

APPENDIX A – Aerial View of Property



RFQ 2020020 Sugarloaf School CMAR

REFERENCE FORM - APPENDIX B

Provide three references from agencies you have provided similar goods or services to in the past three (3) years.

Reference # 1

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 2

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 3

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Authorized Representative's Signature _____ Date: _____

Name (Printed) and Title: _____

RFQ 2020020 Sugarloaf School CMAR

GENERAL INFORMATION

A. INTRODUCTION

The School Board of Monroe County, Florida, hereinafter referred to as the "School Board" will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a tentative calendar:

B.

CALENDAR OF EVENTS RFQ 2020020 – Sugarloaf School CMAR		
DATE:	TIME (ET):	ACTION:
February 26, 2020	8:00 AM	Release Solicitation
February 26/29, 2020 March 11/14 2020	Publication	Notice of Solicitation /Bid Opening
March 23, 2020	5:00 PM	Last day for submission of written questions to MCSD
March 30, 2020	5:00 PM	Last day for MCSD to post answers to questions
April 13, 2020	10:00 AM	Proposal Due/Bid Opening (Open to Public – Sugarloaf School, 255 Crane Blvd., Sugarloaf Key, FL 33042)
April 14, 2020	5:00 PM	Notice Of Intent
April 15-30, 2020	TBD	Negotiations
May 1, 2020	5:00 PM	Recommendation to Award
May 19, 2020	5:00 PM	Board Meeting (Open to Public – Marathon High School, 350 Sombrero Road, Marathon, FL 33050)

C. SUBMISSION REQUIREMENTS

RFQ 2020020 Sugarloaf School CMAR

Proposals must be submitted electronically to www.demandstar.com. Hard copy or email proposals will not be accepted.

1. DemandStar requires that all documents be downloaded, completed, saved and reuploaded to submit your proposal. DemandStar does not support online document completion.
2. The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.
3. It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your proposal to DemandStar.
4. The District will only consider proposals that have been uploaded and submitted through DemandStar prior to the bid closing date and time. Allow sufficient time to complete your proposal.
5. **IMPORTANT INFORMATION:** When finished uploading all required documents, at the end of the document, you must submit your response. After clicking "Submit Response" the following process will begin:
 - a. DemandStar will verify that your response is complete as entered.
 - b. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
 - c. You will receive a confirmation e-mail indicating a successful response submittal.
 - d. If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712.
6. Be advised that registering with DemandStar is a FREE service if registering to receive Monroe County School District solicitations.

The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer. The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the School Board must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

The proposal package must be submitted no later than April 13, 2020 at 9:59 a.m.

D. WRITTEN EVALUATION / ORAL INTERVIEW OR PRESENTATION EVALUATION

Responses will be distributed to a selection committee for review and evaluation. The evaluation criteria will be listed in the scope of work of this document. The committee will then discuss and scores will be tallied. After an evaluation of the proposals, the selection committee may select a vendor or conduct interviews or request presentations from a short list of vendors.

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s.286.011 and s. 24(b), Art. I of the State Constitution.

Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids or proposals, whichever occurs earlier.

E. CONDITIONS AND LIMITATIONS

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- a) The School Board reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.
- b) The School Board may consider all proposals and reserves the right to award the contract(s) in the best interest of the School Board.
- c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.
- d) The School Board will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.
- e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.
- f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the Monroe County School District or School Board member regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.
- g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the School Board.
- h) The School Board and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the School Board reserves the right to select an alternative proposer.
- i) Cancellation: In the event the proposer violates any of the provisions of this proposal, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendations will be made to the School Board for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this proposal at any time for any reasons, upon giving thirty (30) days prior written notice to the other party.
- j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.
- k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the School Board has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

F. INSURANCE REQUIREMENTS

Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the Monroe County District School Board.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the District specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the District would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

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GENERAL TERMS & CONDITIONS

1. PREPARATION OF PROPOSALS:

- a) **Bidder's Liability:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) **Submittal of Proposals: PROPOSALS MUST BE SUBMITTED ELECTRONICALLY TO DEMANDSTAR.COM.** *Hard copy or email proposals will not be accepted. Any company not responding to this request with either a proposal or a "NO BID" may be removed from the active broadcast list.*

- c) **Receipt of Proposals:** The Internal Services Department / Purchasing Division is not responsible for timely submission of proposals. The Respondent is responsible to allow adequate upload time ensuring confirmation of submission from DemandStar is received by the specified due date and time.

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:

- i) Completed and signed **Invitation Package**
- ii) Completed **Proposal** form(s)
- iii) Certificate of Insurance

- e) **Forms:** All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The Invitation Package **must** be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Hard copy, facsimile (FAX), or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the solicitation invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the Internal Services Department / Purchasing Division reserves the right to verify mathematical

extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.

- g) **Freight Terms:** All items are to be proposed **FOB destination** with all transportation charges prepaid and included in the proposal prices and title transferring to the district at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The Internal Services Department / Purchasing Division will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.

- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

i) The term "No Substitutes" or "Only" may be used when compatibility with other articles or materials is required or if standardization is desired.

ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.

iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

- i) **Insurance Certificate:** When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.

- j) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.

- k) **Proposal Organization:** Respondents are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation** or **Request for Qualifications** being addressed. District staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

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2. INQUIRIES/INFORMATION: Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to Suanne.Lee@KeysSchools.com in the Internal Services Department / Purchasing Division will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the Internal Services Department / Purchasing Division by e-mail prior to the "Last Day for Submission of Written Questions" period listed on the Calendar of Events. Vendors are encouraged to visit www.demandstar.com to obtain this information. The following information is available from this location, 24 hours per day, 7 days per week:

- A copy of a solicitation packet for a contract or project currently issued and any associated addenda (It is the respondent's responsibility to check www.demandstar.com frequently for an updated list of issued addenda)
- A listing of solicitations scheduled for award
- Historical solicitation award information
- A copy of all required documentation

3. ACCEPTANCE AND WITHDRAWAL OF PROPOSALS: A proposal (or amendment thereto) will not be accepted by the Internal Services Department / Purchasing Division after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the Superintendent. By written request to Superintendent, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.

4. AMENDMENT & CANCELLATION: The Internal Services Department / Purchasing Division reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or request for proposal, at any time, if it is found to be in the best interest of the district to do so.

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES: The district expressly prohibits respondents from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.

6. QUALIFICATIONS OF RESPONDENT: Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure

prompt and efficient service to the district. The Internal Services Department / Purchasing Division expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.

7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION: Student record information may be provided to vendors to enable them to respond to a sealed competitive solicitation or to a Request for Proposal, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.

8. NON COLLUSION: The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY RESPONDENT: The district reserves the right to retain all copies of respondents' proposals and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the district pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the District rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the District provides notice of a decision or intended decision pursuant to Florida Statute 120.57(3)(a) concerning the reissued invitation or until the District withdraws the reissued invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

10. SUBCONTRACTING: The respondent must describe in their proposal, all responsibilities that the respondent anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

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11. INTELLECTUAL PROPERTIES: If this agreement specifically provides for product development work on behalf of the District, any discovery, invention or work product produced for the District under this contract shall be the sole and exclusive property of the District. The vendor assigns to the District any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.

12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST: Per the provisions of Florida Statute 287.133 (2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".

13. PROPOSAL PREPARATION COSTS: The costs to develop the proposal are entirely the responsibility of the respondent, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of the respondent's personnel assigned to prepare the respondent's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the respondent in preparing their proposal.

14. VARIANCE TO SOLICITATION DOCUMENTS: For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.

15. ADDENDA TO SOLICITATIONS IN PROCESS: Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents **only by written addenda posted on www.demandstar.com**. Verbal responses to respondents' questions do not constitute an *official response*

unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "**Addendum Acknowledgement Form**" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Hard copy, telegraph, facsimile, or email acknowledgements of addenda will not be accepted.

16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS: If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this solicitation, the respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The Internal Services Department / Purchasing Division reserves the right to reject all proposals and purchase from State contracts or FDOE contracts if doing so represents the best interests of the district.

17. SAFETY REQUIREMENTS: All items proposed must comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

18. PURCHASE OF MATERIALS WITH RECYCLED CONTENT: The Internal Services Department / Purchasing Division will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

19. MANUFACTURER'S CERTIFICATION: The Internal Services Department / Purchasing Division reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.

20. SOLICITATION QUANTITIES: Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this solicitation. The district reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

21. METHODS OF AWARD:

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- a) **“By Item”**: Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.

- b) **“All or None by Group, Section or Category”**: The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the Internal Services Department / Purchasing Division reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the district.

- c) **“All or None”** The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the school district will issue a “Notice to Reject All Bids”.

- d) **“Primary & Secondary Suppliers or Contractors”**. The solicitation is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the district’s needs, the district reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.

- e) **“Rotating Short List of Contractors”**. An RFQ is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

- f) **“Qualified Supplier Sourcing”** An RFQ (*Request For Qualifications*) is awarded to a listing of suppliers based on qualification criteria. The district will use a list of selection criteria to determine eligibility and award consideration.

22. DELIVERY LEAD TIME: Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days

have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

23. TAXES: Purchases are exempt from **ALL** Federal excise and State sales tax.

24. FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the Internal Services Department / Purchasing Division shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.

25. SOLICITATION SAMPLES: The respondent shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the respondent when said request is submitted with the proposal. Unused samples will be returned at the respondent's risk and expense. The successful respondents' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the solicitation in accordance with the instructions outlined therein.

26. PROMPT PAYMENT DISCOUNTS: Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.

27. TIE PROPOSALS: In the case of identical qualified proposals, if all other considerations are equal, the Board prefers to purchase within the District from established local vendors.

28. ERRORS AND OMISSIONS: In the event an error or obvious omission is discovered in a respondent's proposal, either by the Internal Services Department / Purchasing Division or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Internal Services Department / Purchasing Division's discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to change any information contained in their proposal; however, in the event of a minor omission or oversight on the part of the respondent, the Internal Services Department / Purchasing Division (or designee) may request written clarification from a respondent in order to confirm the evaluator's interpretation of the respondent's response and to preclude the rejection of their proposal, either in part or in whole. The Internal Services Department / Purchasing Division will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may

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be waived if deemed to be in the best interest of the district to do so.

29. BASIS OF AWARD OF SOLICITATIONS: When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible respondent(s) to the Board. A "Responsive" Respondent is defined as one whose proposal is in substantial conformance with the material requirements of the solicitation. A Respondent who substitutes its standard terms and conditions for the district's, or who qualifies its proposal in such a manner as to nullify or limit its liability to the district will be considered non-responsive. A "Responsible" respondent is defined as one who is able to satisfactorily perform the work described in the Competitive Solicitation or request for proposal. The district may apply all, or any part of the following criteria to measure a Respondent's degree of responsibility

- Size of firm
- District's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Superintendent will then recommend the vendor receiving the highest point score to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest of the district to do so.

30. REJECTION OF PROPOSALS: A proposal may be rejected by the Internal Services Department / Purchasing Division if it is non-responsive or the respondent is determined to be not responsible. A proposal is not officially rejected until the School Board approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation. The Board reserves the right to reject any or all proposals received.

31. NOTICE OF INTENT TO AWARD SOLICITATIONS: Once proposals are evaluated and a recommendation for award is received by the Internal Services Department / Purchasing Division, a *Notice of Intent to Award* will be posted on www.demandstar.com. The recommendation for award is not official until approved by the School Board. Intent to Award Notices are normally posted on or about two weeks preceding the Board meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular

posting if it is essential to include the award on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. **Since this information is available as outlined above, the Internal Services Department / Purchasing Division will not mail or fax intent to award notices to all respondents.**

32. BID PROTEST: If a respondent wishes to protest a solicitation, they must do so in strict accordance with Monroe County School Board Policy 6320. Copies of this procedure are included in the solicitation document and are also available at www.KeysSchools.com. Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the Internal Services Department / Purchasing Division at the time of filing the formal written protest, a bond payable to the Monroe County School District in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.

Any person who is adversely affected by the District's decision or intended decision concerning a proposal solicitation or a contract award shall file with Superintendent a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is officially filed when it is received in the Internal Services Department / Purchasing Division. The formal written protest shall contain the following: (a) name, address, and file or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based: and, (d) such other information as deemed relevant the issue.

33. NOTIFICATION OF SOLICITATION AWARD: After the Board awards a solicitation, the Internal Services Department / Purchasing Division will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.

34. AUTHORIZATION TO PERFORM UNDER A CONTRACT: All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take

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no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

35. POINT OF CONTACT: The district will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

36. ASSIGNMENT OF CONTRACT: The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

37. LICENSES AND PERMITS: The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

38. CONDITION OF ITEMS: Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be **new**, the **latest model manufactured, first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the solicitation. Proposals on "*used, remanufactured or reconditioned equipment*" or "*blems or seconds*" will not be considered unless specifically requested in the solicitation documents.

39. INSPECTION: The district reserves the right to have inspectors on the premises of the respondents or manufacturers at any time during the manufacturing or assembly process to verify compliance with solicitation specifications.

40. PACKAGING: All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

41. STANDARDS OF CONDUCT: Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees

of its subcontractors. Standards of Conduct are located at www.KeysSchools.com.

42. ITEM SUBSTITUTIONS & DISCONTINUATIONS: Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the Internal Services Department / Purchasing Division. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this solicitation, the vendor **must** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the Internal Services Department / Purchasing Division and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

43. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION: The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM, Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.

44. EQUIPMENT DEAD ON ARRIVAL (D.O.A.): Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification at no charge to District.

45. INVOICES AND PAYMENT TERMS: All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices

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may be sent to other district personnel if they request it, but the original copies must be sent to the District. Failure to follow this procedure may result in payment delays. Occasionally, a school may issue its own internal purchase order. Invoices associated with a school's internal purchase order should be submitted directly to the school for payment.

46. BREACH OF CONTRACT AND TERMINATION FOR CAUSE:

The District reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the district terminating a contract, the Superintendent will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Superintendent feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five (5) day period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.

47. RENEWAL OF SOLICITATIONS: This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

48. ADMINISTRATIVE REGULATION ON FINGERPRINTING:

All Vendors awarded contracts that require contractors, workers, or subcontractors to perform services on school facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the contractor or person finger printed unless waived by the Superintendent. In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all

of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

49. CIVIL RIGHTS COMPLIANCE: The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.

50. FEDERAL LAW COMPLIANCE: The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.

51. VENDOR CONDUCT DURING SOLICITATION:

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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ACKNOWLEDGMENT OF ADDENDUM

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via www.demandstar.com.

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

Date: _____
Applicant's Signature

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STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement/project, please upload this form immediately to www.demandstar.com. Thank you.

School Board of Monroe County, Florida

We, the undersigned have declined to submit a proposal due to the following reason(s):

- ☐ Specifications too "tight", i.e. geared toward one brand/manufacturer/service only (explain below)
- ☐ Unable to meet time period for responding to proposal.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet Bond/Insurance requirement(s).
- ☐ Specifications unclear (explain below).
- ☐ Unable to Meet Insurance Requirements.
- ☐ Please Remove Us from Your "Bidder's List".
- ☐ Other (specify below).

REMARKS: _____

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidder's List of the School Board of Monroe County.

Company Name: _____

Email: _____

Proposal Number: _____

Date: _____

Signature: _____

Fax: _____

Telephone: _____

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CONTRACTOR RULES

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Monroe County School projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the contractor/vendor. Please sign these rules and indicate the contractor/vendor's agreement to follow them.

- Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.
- Convicted felons and employees with a past history of child abuse or molestation shall not be used on Monroe County School projects.
- The schools are "Drug Free Zones," use or possession of illegal substances and alcohol in any form are prohibited.
- The schools are "Tobacco Free," no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.
- Vulgar language or gestures discernible to students or school staff is prohibited.
- Fighting or physically abusive actions of a similar nature are prohibited.
- Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.
- Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.
- Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.
- Pets are not allowed on campus.

Signature

Date

Printed Name

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DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

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IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, an proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tie vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements

Vendor's Signature

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NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____
according to law on my oath, and under penalty of perjury, depose and say that;

1) I am _____, the bidder making the proposal for the
project described as follows:

2) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to proposal opening, directly or indirectly, to any other bidder to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, an proposal for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County School District relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Authorized Representative

Date

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
who, ___ being personally known, ___ or having produced _____
as identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

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PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

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MONROE COUNTY SCHOOL DISTRICT
BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

- 1) I am the authorized representative of the company or entity making a proposal for a project described as follows:

Name of company/vendor: _____

Nature of services presently being offered to School District: _____

- 2) (CHECK ONE BOX) ☐ I have (OR) ☐ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. _____

- 3) (CHECK ONE BOX) ☐ I have (OR) ☐ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) _____

The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project. **I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.**

Date

(Signature of Authorized Representative)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who,
☐ being personally known or ☐ having produced _____ as identification,
and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____
_____ 20____.

NOTARY PUBLIC

My commission expires:

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DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section (1).
4. In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Applicant's Signature

Date

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SB 988 – HIGH-RISK OFFENDERS

by Argenziano (*HB 7103 by Safety & Security Council*)

AMENDS: ss. 322.141, 322.212, 775.21, 943.0435, 944.607, 1012.465, F.S.

CREATES: ss. 1012.321, 1012.467, 1012.468, F.S.

EFFECTIVE: July 1, 2007

THIS BILL HAS SCHOOL BOARD POLICY IMPLICATIONS

This bill amends Jessica Lunsford Act provisions that require background checks for contractors on school grounds. The bill defines "noninstructional contractor" to mean any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes such contractor's employees and subcontractors and subcontractor's employees. The bill defines "school grounds" to mean the buildings and grounds of any public prekindergarten, kindergarten, elementary school, middle school, junior high school, high school, or secondary school, or any combination of grades prekindergarten through grade 12, together with the school district land on which the buildings are located. The term does not include any other facility or location where school classes or activities may be located or take place, the public school buildings and grounds during any time period in which students are not permitted access, or any such buildings during any period in which it is used solely as a career or technical center for postsecondary or adult education.

The bill provides a list of offenses that automatically disqualify a noninstructional contractor from being on school grounds when students are present. The bill also provides an exemption from the screening requirement for a non-instructional contractor who:

- is under direct line-of-sight supervision of a person who meets the screening requirements;
- is already required, and has undergone, a level 2 background screening;
- is a law enforcement officer assigned or dispatched to school grounds, or an employee or medical director of an ambulance provider;
- works and remains in an area separated from students by a 6-foot chain link fence;
- provides pick-up or delivery services to school grounds.

The bill also exempts instructional personnel who work with children with developmental disabilities or who are child care personnel meeting certain requirements. The exempted contractors are subject to a search of the online state and national registry of sexual predators and sexual offenders at no charge to the contractor.

For those subject to a fingerprint-based background check, the check must be performed at least every five years and may be paid for by the school board, the school, or the contractor. Any fee charged by a school board may not exceed 30 percent of the total costs charged by FDLE and the FBI for the check. FDLE is required to implement an Internet-based system for school districts to share the results of the background checks.

Further, the bill requires a contractor who is arrested for a disqualifying offense to report the arrest to the employer or primary contractor and the school district within 48 hours. If a contractor has been arrested for a qualifying offense, it is a third-degree felony for the contractor to willfully fail to report the arrest or for an employer or primary contractor to knowingly authorize the contractor to be on school grounds when students are present. If a contractor is to be denied access to school grounds, the school district must notify the contractor of the basis for denial. The only basis for contesting the denial is mistaken identity and misinterpretation of an offense from another jurisdiction. The bill provides immunity from civil and criminal liability for employees of school districts and schools who share background check information in good faith. It also provides that the new or amended portions of the School Code are not intended to create a new duty of care or basis of liability, or to create a private cause of action.

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Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																				
2 Business name/disregarded entity name, if different from above																																																				
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																			
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate																																																			
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																			
	<input type="checkbox"/> Other (see Instructions) ▶ _____																																																			
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																																				
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)																																																		
6 City, state, and ZIP code																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td><td style="width: 20%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>			Social security number																				or										Employer identification number																			
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Part II Certification Under penalties of perjury, I certify that:																																																				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																																																		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:																																																				
<ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																				

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Monroe County School District
Vendor Information Sheet

Vendor Name: _____

Federal EIN/SSN: _____

Primary Address: _____

Payment Address: _____

Contact Name: _____

Phone: _____ ext. _____

Fax: _____

E-Mail: _____