



Legislation Text

File #: 1920607, **Version:** 1

TITLE

Approval of GMP Design Build Amendment to Ajax Building Company, LLC for the KWHS Backyard Project

BACKGROUND INFORMATION

Pursuant to the AIA A141 Design Build Agreement, dated September 23, 2019, between the Monroe County School Board and Ajax Building Company, LLC with respect to construction of the Key West High School Backyard, the Owner and Construction Contractor hereby agree to amend and modify the Agreement by this Design Build Amendment and establish a Not To Exceed Guaranteed Maximum Price and Contract Time for all work as set forth to complete the KWHS Backyard Project.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: NTE \$11,796,289 - Amendment #1

Budget Coding: 0382-7400-630-0101-3327

Requisition Attached? N/A

CONTRACT INFORMATION

Contract with: Ajax Building Company, LLC

Contract value: NTE GMP \$11,796,289

Budget coding: 0382-7400-630-0101-3327

Contract Purpose / Description: Establish a Not To Exceed Guaranteed Maximum Price (GMP) and Contract Time for all work set forth to complete the KWHS Backyard Project.

Contract Originator: Douglas Pryor, 53465, Planning/Construction

Board Meeting Date: June 23, 2020

RECOMMENDATION

Approval of Design Build Amendment to Ajax Building Company, LLC for the KWHS Backyard Project



KEY WEST HIGH SCHOOL BACKYARD

2100 FLAGLER AVE, KEY WEST, FL 33040

Job 201939

Guaranteed Maximum Price

June 16, 2020

Ajax

109 Commerce Blvd.
Oldsmar, FL 34677



TABLE OF CONTENTS

- I. Executive Summary
- II. List of Documents
- III. Description of Work
 - A. Clarifications, Qualifications and Assumptions
 - B. Allowance Schedule
- IV. GMP Cost Summary
 - A. GMP Cost Narrative
 - B. GMP Cost Report – Base Bid GMP (DB Summary Report)
 - C. GMP Cost Report – Base Bid GMP (DB Detail Report)
- V. Site Utilization Plan
 - A. Site Utilization Plan Narrative
 - B. Site Utilization Plan
- VI. Project Schedule
 - A. Project Schedule Narrative
 - B. Project Schedule



EXECUTIVE SUMMARY

Ajax Building Company, LLC is pleased to present this Guaranteed Maximum Price (GMP) Proposal for the Key West High School Backyard for consideration by Monroe County School District. This GMP Proposal will recap the status of the project through the end of the GMP Phase and will provide cost reports, schedule and other project information to be utilized by the project team as the project moves forward. This GMP Proposal, upon acceptance by Monroe County School District, is intended to serve as the basis for an Amendment to the DB Contract, adding the construction phase activities to the current contract.

Project Description

The project consists of the replacement of the existing Multi-purpose Field, Softball Field, bull pens and batting cages with synthetic turf and replacement of the existing track with a new rubberized track surface. A new Concessions Building, Bleachers and Press box will be provided at the Multi-purpose Field. New bleachers, a removable outfield fence and a new Press box will be provided at the Softball Field. A new Entry Canopy will be provided at the stairs adjacent to the Gymnasium as the new ticketing booth and entry point to the Backyard area.

Guaranteed Maximum Price (GMP)

Ajax Building Company, LLC is confident that the GMP costs included herein are representative of the proposed scope of work depicted in the GMP Documents. The work included in the GMP Proposal is based upon the List of Documents included in Section II of this proposal as amended by the Clarifications, Qualifications, and Assumptions and the Allowance Schedule, all contained in Section III of this proposal.

The Base Bid GMP Proposal for the Key West High School Backyard totals **\$11,796,289**. The Base Bid GMP Proposal includes the synthetic Multi-purpose and Softball fields, rubberized Track, Bleachers, Press boxes and Concessions Building and Entry Canopy.

Project Schedule

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of six (6) months for the construction phase of the project.

The following contractual dates are incorporated into the DB Contract via this GMP Proposal.

- | | |
|--------------------------|-------------------|
| ▪ Substantial Completion | December 18, 2020 |
| ▪ Final Completion | January 19, 2021 |

The following additional Milestone Dates are anticipated within the project schedule in order to achieve the contractual dates listed above.

- | | |
|---|-------------------|
| ▪ Mobilization / Start of Construction | July 08, 2020 |
| ▪ Complete Turf at Multi-purpose Field | October 09, 2020 |
| ▪ Complete Musco Pole Install | October 14, 2020 |
| ▪ Permanent Power at Concessions Building | October 30, 2020 |
| ▪ Complete Turf at Softball Field | October 30, 2020 |
| ▪ Complete Track Surfacing | December 10, 2020 |



In order for construction activities to commence on July 08, 2020 as scheduled, the following contractual activities will need to be completed as indicated.

- | | |
|----------------------------------|---------------|
| ▪ GMP Negotiations Complete | June 17, 2020 |
| ▪ DB Contract Amendment Executed | June 23, 2020 |
| ▪ All Required Permits Issued | June 24, 2020 |
| ▪ Notice to Proceed Issued | July 07, 2020 |

In order to expedite the project start-up activities, the Design Builder and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.



LIST OF DOCUMENTS

The work included in this GMP Proposal is based upon the List of Documents immediately following this narrative subject to amendments by the Clarifications, Qualifications, and Assumptions and the Allowance Schedule, and all contained in Section III of this proposal.

The List of Documents includes the:

- Contract Drawings
- Project Specifications
- Addenda Issued by the Architect / Engineer
- Architect Supplemental Instructions (ASIs) by the Architect / Engineer
- Pre-Bid Requests for Information (Pre-Bid RFI's)
- Other Documents (As Listed)
- Bid Packages and Bid Package Addenda



CONTRACT DRAWINGS

Entitled Construction Drawings dated 05/15/2020

Sheet	Description	Date	Revised	Revised
G-000	Cover Sheet	5/15/20		
G-001	Drawing Index	5/15/20		
G-010	Abbreviations, Legends, Notes, Drawing Index	5/15/20		
G-011	Code Analysis	5/15/20		
G-020	Wall Styles	5/15/20		
	ARCHITECTURAL SITEWORK			
AS-000	Architectural Site Plan	5/15/20	6/01/20	
AS-001	Track & Field Enlarged Plan	5/15/20		
AS-002	Softball Enlarged Plan	5/15/20		
AS-010	Site Details Entry Canopy	5/15/20		
AS-011	Site Details Bleachers	5/15/20		
AS-012	Site Details Pressbox	5/15/20		
AS-013	Track & Field Details	5/15/20		
AS-014	Site Details	5/15/20		
AS-015	Softball Area Details	5/15/20		
AS-016	Site Details	5/15/20	6/09/20	
AS-017	Site Details Football Striping	5/15/20		
AS-018	Site Details Soccer Striping	4/14/20		
AS-019	Site Details Lacrosse Striping	5/15/20		
	ARCHITECTURAL			
A-011	Life Safety Plan	5/15/20		
A-101	Floor Plan, Elevations for Concession Bldg.	5/15/20		
A-102	Concession Sections Details	5/15/20	6/01/20	
A-103	Concession RCP, Interior Elev. Details	5/15/20		



Sheet	Description	Date	Revised	Revised
	CIVIL			
C-100	Erosion Control Plan	5/15/20		
C-200	Demo Plan	5/15/20		
C-300	Site Plan	5/15/20	6/01/20	
C-400	Grading and Drainage Plan	5/15/20	6/01/20	
C-500	Water and Sewer Plan	5/15/20	6/01/20	
C-600	Civil Details	5/15/20		
C-601	Civil Details	5/15/20		
	LANDSCAPING			
L-100	Planting Plan	5/15/20		
L-101	Planting Notes & Details	5/15/20		
L-200	Irrigation Plan	6/1/20		
	STRUCTURAL			
S-001	Structural Specifications	5/15/20		
S-002	Structural Specifications	5/15/20		
S-003	Wind Loads	5/15/20		
S-010	Entry Canopy	5/15/20		
S-011	Bleacher Foundations	5/15/20	6/01/20	
S-012	Softball Pressbox Foundation	5/15/20		
S-013	Football Bleacher Foundation & Sect.	05/15/20	6/01/20	
S-020	Scoreboard Foundation Details	5/15/20		
S-101	Concession Foundation & Framing Plans	5/15/20		
S-102	Concession Sections	5/15/20	6/01/20	
S-201	Foundation Details	5/15/20	6/01/20	
S-202	Masonry Details	5/15/20		
S-401	Roof Framing Details	5/15/20		
S-402	Roof Framing Details	5/15/20		



AJAX BUILDING COMPANY, LLC PROJECT NO. 201939
KEY WEST HIGH SCHOOL BACKYARD

GMP PROPOSAL

June 16, 2020

<u>Sheet</u>	<u>Description</u>	<u>Date</u>	<u>Revised</u>	<u>Revised</u>
	MECHANICAL			
M-101	HVAC General Notes, Schedules, Legend and Floor Plan	5/15/20		
	ELECTRICAL			
E-001	Electrical Legend, Schedules and Notes	5/15/20	6/01/20	6/09/20
E-002	Luminaire Cut Sheets	5/15/20	6/01/20	
E-100	Electrical Site Demolition Plan	5/15/20	6/01/20	6/09/20
E-101	Electrical Site Plan	5/15/20	6/01/20	6/09/20
E-102	Site Lighting Plan	5/15/20	6/01/20	6/09/20
E-103	Pole and Luminaire Schedule	5/15/20	6/01/20	6/09/20
E-200	Lighting and Power Plans – Concessions Bldg.	5/15/20	6/01/20	
E-201	Power and Systems Plan – Press Box	5/15/20	6/01/20	6/09/20
E-300	Electrical Riser Diagram	5/15/20	6/01/20	6/09/20
E-301	Panel Schedules	5/15/20	6/01/20	6/09/20
E-400	Stadium Sound System Riser Diagram - Football	5/15/20	6/01/20	
E-401	Stadium Sound System Riser Diagram – Softball	5/15/20	6/01/20	
E-500	Electrical Details	5/15/20	6/01/20	
	PLUMBING			
P-101	Plumbing General Notes, Schedules, Legend and Floor Plan	5/15/20		
P-102	Plumbing Isometrics	5/15/20		
P-103	Plumbing Site Plan	5/15/20	6/01/20	
	(END OF CONTRACT DRAWINGS)			



PROJECT SPECIFICATIONS

Entitled Construction Specifications dated 05/15/2020

<u>Section</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
	Table of Contents / Division 00 Procurement & Contracting			
00 01 10	Table of Contents	5	5/15/20	6/09/20
00 31 32	Geotechnical Data	1	5/15/20	
00 31 32.1	GEOTECHNICAL DATA REPORT OF SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION OF SUBSURFACE CONDITIONS PREPARED BY WINGERTER LABORATORIES, INC. (Dated December 12, 2019?	29	5/15/20	
	Division 01 – General Requirements			
01 10 00	Summary	4	5/15/20	
01 23 00	Alternates	2	5/15/20	
01 25 00	Substitution Procedures	3	5/15/20	
01 25 00.1	Substitution Request Form	1	5/15/20	
01 26 00	Contract Modification Procedures	3	5/15/20	
01 29 00	Payment Procedures	4	5/15/20	
01 31 00	Project Management & Coordination	9	5/15/20	
01 32 00	Construction Progress Documentation	5	5/15/20	
01 32 33	Photographic Documentation	3	5/15/20	
01 33 00	Submittal Procedures	8	5/15/20	
01 33 00.1	AIA Document C106 Digital Data Licensing Agreement	3	5/15/20	
01 40 00	Quality Requirements	4	5/15/20	
01 41 00	Regulatory Requirements	2	5/15/20	
01 45 00	Testing Laboratory Services	4	5/15/20	
01 50 00	Temporary Facilities & Controls	6	5/15/20	
01 56 39	Temporary Tree & Plant Protection	6	5/15/20	
01 60 00	Product Requirements	4	5/15/20	
01 73 00	Execution	5	5/15/20	
01 73 10	Cutting & Patching	5	5/15/20	
01 74 13	General Cleaning	3	5/15/20	



<u>Section</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
01 74 19	Construction Waste Management & Disposal	2	5/15/20	
01 77 00	Closeout Procedures	5	5/15/20	
01 78 30	Warranties	2	5/15/20	
01 78 39	Project Record Documents	4	5/15/20	
	Division 02 – Existing Conditions			
02 41 19	Selective Demolition	6	5/15/20	
	Division 03 – Concrete			
03 30 00	Cast-In-Place Concrete	14	05/15/20	
03 35 00	Concrete Floor Finishing	3	05/15/20	
03 48 00	Precast Concrete U-Lintel and Sills	3	05/15/20	
	Division 04 – Masonry			
04 20 00	Unit Masonry	12	05/15/20	
	Division 05 – Metals			
05 05 13	Hot Dip Galvanizing	4	05/15/20	
05 12 23	Structural Steel	5	05/15/20	
05 31 00	Steel Deck	4	05/15/20	
05 40 00	Cold-Formed Metal Framing	11	05/15/20	
05 50 00	Metal Fabrications	10	05/15/20	
05 52 13	Pipe & Tube Railings	8	05/15/20	
	Division 06 – Wood, Plastics and Composites			
06 10 00	Rough Carpentry	6	05/15/20	
06 16 00	Sheathing	4	05/15/20	
06 20 00	Finish Carpentry	5	05/15/20	



<u>Section</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
	Division 07 – Thermal and Moisture Protection			
07 11 13	Bituminous Dampproofing	5	05/15/20	
07 14 20	Cementitious Masonry Waterproofing	3	05/15/20	
07 21 00	Thermal Insulation	3	05/15/20	
07 21 45	Loose Fill Masonry Wall Insulation	3	05/15/20	
07 26 00	Vapor Retarders	4	05/15/20	
07 41 13	Standing-Seam Metal Roof Panels	13	05/15/20	
07 46 47	Cement Board Trim	4	6/1/20	
07 92 00	Joint Sealants	4	05/15/20	
07 95 00	Expansion Control	13	05/15/20	
	Division 08 – Openings			
08 11 13	Hollow Metal Doors & Frames	10	05/15/20	6/01/20
08 33 23	Overhead Coiling Doors	6	05/15/20	
08 71 00	Door Hardware	9	05/15/20	
08 91 19	Fixed Louvers	7	05/15/20	
08 91 27	Hurricane Protection Flood Barriers	4	05/15/20	
	Division 09 – Finishes			
09 22 16	Non-Structural Metal Framing	8	05/15/20	
09 24 00	Cement Plastering	13	05/15/20	
09 29 00	Gypsum Board	5	05/15/20	
09 51 23	Acoustical Tile Ceilings	8	05/15/20	
09 65 13	Resilient Base & Accessories	4	05/15/20	
09 91 13	Exterior Painting	11	05/15/20	
09 91 23	Interior Painting	12	05/15/20	
	Division 10 – Specialties			
10 14 23	Signage	5	05/15/20	06/09/20



<u>Section</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
10 21 13	HDPE Toilet Compartments	6	05/15/20	
10 28 00	Toilet, Bath, & Laundry Accessories	6	05/15/20	
10 44 16	Fire Extinguishers	3	05/15/20	
10 75 00	Flag Poles	5	05/15/20	
	Division 11 – Equipment			
11 66 00	Outdoor Athletic Equipment	6	05/15/20	06/09/20
	Division 12 – Furnishings			
12 37 00	CIP Concrete Countertops	8	05/15/20	
12 93 00	Site Furnishings	2	05/15/20	
	Division 13 – Special Construction			
13 12 50	Bleachers & Press Box	11	05/15/20	
	Division 14 – Conveying Equipment			
	N/A			
	Division 21 – Fire Suppression			
	N/A			
	Division 22 – Plumbing			
22 00 00	Plumbing Requirements	10	05/15/20	
22 05 19	Meters & Gages for Plumbing Piping	3	05/15/20	
22 05 23	Valves for Plumbing Piping	8	05/15/20	
22 05 29	Plumbing Supports & Anchors	6	05/15/20	
22 05 53	Identification for Plumbing Piping & Equipment	6	05/15/20	
22 07 00	Plumbing Insulation	6	05/15/20	
22 11 13	Potable Water Systems	7	05/15/20	



<u>Section</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
22 11 16	Domestic Water Piping & Pipe Fittings	7	05/15/20	
22 11 19	Domestic Water Piping Specialties	5	05/15/20	
22 13 16	Soil & Waste Systems	6	05/15/20	
22 43 20	Plumbing Equipment	3	05/15/20	
22 43 40	Plumbing Fixtures	5	05/15/20	
	Division 23 – HVAC			
23 00 00	HVAC Requirements	10	05/15/20	
23 05 29	HVAC Supports & Anchors	4	05/15/20	
23 05 48	HVAC Noise & Vibration Control	4	05/15/20	
23 05 53	HVAC Identification	4	05/15/20	
23 05 93	Testing, Adjusting, & Balancing for HVAC	6	05/15/20	
23 09 00	HVAC Control Systems	4	05/15/20	
23 31 13	Ductwork	7	05/15/20	
23 33 00	Ductwork Accessories	3	05/15/20	
23 34 16	Centrifugal Fans	5	05/15/20	
23 37 13	Air Outlets & Inlets	3	05/15/20	
	Division 26 – Electrical			
26 05 00	Basic Methods & Requirements (Electrical)	11	05/15/20	
26 05 19	Wires & Cables	5	05/15/20	
26 05 26	Grounding	5	05/15/20	
26 05 29	Supporting Devices	4	05/15/20	
26 05 30	Electrical Connections for Equipment	5	05/15/20	
26 05 33	Raceways	7	05/15/20	
26 05 35	Electrical Boxes & Fittings	4	05/15/20	
26 05 53	Electrical Identification	3	05/15/20	
26 22 00	Dry-Type Transformers	5	05/15/20	
26 24 16	Panelboards	5	05/15/20	



<u>Section</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
26 26 16	Circuit & Motor Disconnects	3	05/15/20	
26 27 26	Wiring Devices	6	05/15/20	
26 28 13	Overcurrent Protective Devices	4	05/15/20	
26 29 13	Motor Controllers & Contactors	3	05/15/20	
26 43 13	Surge Protective Devices	5	05/15/20	
26 51 00	Interior Building Luminaires	4	05/15/20	
26 56 00	Exterior Building Luminaires	4	05/15/20	
26 56 68	Sports Field LED Lighting Systems	10	05/15/20	
	Division 27 – Communications			
27 15 00	Voice/Data Network Cabling Infrastructure	15	05/15/20	
27 51 16	Public Address Sound System	6	05/15/20	
	Division 28 – Electronic Safety and Security			
28 31 11	Fire Alarm & Smoke Detection System	17	05/15/20	
	Division 31 – Earthwork			
31 11 00	Clearing & Grubbing	3	05/15/20	
31 20 20	Long Jump Sand	2	05/15/20	
31 23 00	Site Prep, Excavation and Earthwork for Foundations (Structural)	5	05/15/20	
31 23 00.1	Trench Excavation & Fill (Civil)	12	05/15/20	
31 25 00	Erosion & Sedimentation Controls	3	05/15/20	
31 31 00	Soil Treatment	5	05/15/20	
31 63 16	Augercast Piles	6	05/15/20	
	Division 32 – Exterior Improvements			
32 12 16	Asphalt Paving	4	05/15/20	
32 13 13	Concrete Sidewalks	7	05/15/20	
32 17 23	Pavement Markings	1	05/15/20	



AJAX BUILDING COMPANY, LLC PROJECT NO. 201939
KEY WEST HIGH SCHOOL BACKYARD

GMP PROPOSAL

June 16, 2020

<u>Section</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
32 17 28	Parking & Traffic Signage	5	05/15/20	
32 18 23	Infilled Synthetic Turf	12	05/15/20	
32 18 30	Sports Surface System Deleted in Addendum No. 1	5	05/15/20	
32 18 32	Sport Sprayed Surface System	6	05/15/20	
32 31 13	Chain Link Fences & Gates	10	05/15/20	
32 31 21	Decorative Aluminum Fences & Gates	8	05/15/20	06/09/20
32 31 25	Removeable Safety Fence	4	05/15/20	
32 84 00	Planting Irrigation	8	05/15/20	
32 91 13	Soil Preparation	6	05/15/20	
32 91 13.1	UF/IFAS Form SL136 Test Form Sample	2	05/15/20	
32 92 00	Turfs & Grasses	6	05/15/20	
32 93 00	Plants	11	05/15/20	
	Division 33 – Utilities			
33 11 00	Water Utility Distribution Piping	7	05/15/20	
33 12 00	Water Utility Distribution Equipment	6	05/15/20	
33 13 00	Disinfecting of Water Utility Distribution	5	05/15/20	
33 16 00	Sidewalks, Curbs, & Gutters	4	05/15/20	
33 39 23	Sanitary Sewer Connections	4	05/15/20	
33 41 01	Storm Piping	5	05/15/20	
33 44 13	Storm Structures	5	05/15/20	
	(END OF PROJECT SPECIFICATIONS)			



AJAX BUILDING COMPANY, LLC PROJECT NO. 201939

KEY WEST HIGH SCHOOL BACKYARD

GMP PROPOSAL

June 16, 2020

ADDENDA ISSUED BY THE ARCHITECT/ENGINEER

<u>Addenda #</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
1	Architect Addendum 1	24	06/01/20	
2	Architect Addendum 2	9	06/09/20	
	(END OF ADDENDA)			



AJAX BUILDING COMPANY, LLC PROJECT NO. 201939

KEY WEST HIGH SCHOOL BACKYARD

GMP PROPOSAL

June 16, 2020

ARCHITECT SUPPLEMENTAL INSTRUCTIONS (ASIs) ISSUED BY THE ARCHITECT/ENGINEER

<u>ASI #</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
1	ASI 001	27	06/09/20	
	(END OF ASIs)			



AJAX BUILDING COMPANY, LLC PROJECT NO. 201939
KEY WEST HIGH SCHOOL BACKYARD

GMP PROPOSAL

June 16, 2020

PRE-BID REQUESTS FOR INFORMATION (PRE-BID RFI's)

<u>PB RFI No.</u>	<u>Description</u>	<u>Issued</u>	<u>Resp</u>	<u>Revised</u>
001	Press box and bleacher substitution request		05/26/20	
002	Hardware schedule for exterior gates		05/26/20	
003	Elevation of entry canopy foundations		05/26/20	
004	Elevation datum for concessions building		05/26/20	
005	Softball press box foundation details		06/05/20	
006	Football bleacher & press box foundation plan		06/05/20	
007	Handrail Extension Detail		05/26/20	
008	Asphalt overlay alternate details		06/01/20	
009	Sod vs. Artificial turf area variance		05/27/20	
010	Power for lighted flagpole		06/01/20	
011	Scoreboard power disconnect details		06/01/20	
012	Entry canopy power panel clarification		06/01/20	
013	Outdoor athletic equipment substitution requests		06/01/20	
014	Press box luminaires		06/08/20	
015	Request for transformer removal & add elec panel		06/09/20	
016	Cheerleading lines orientation change		06/05/20	
	(END OF PRE-BID RFI'S)			



AJAX BUILDING COMPANY, LLC PROJECT NO. 201939
KEY WEST HIGH SCHOOL BACKYARD

GMP PROPOSAL

June 16, 2020

OTHER DOCUMENTS

<u>Reference</u>	<u>Description</u>	<u># Pages</u>	<u>Date</u>	<u>Revised</u>
	Geotechnical Report(s)			
	See spec section 00 31 32 & 00 31 32.1			
	Asbestos Survey(s)			
	N/A			
	(END OF OTHER DOCUMENTS)			



BID PACKAGES AND BID PACKAGE ADDENDA

<u>BP No.</u>	<u>Description</u>	<u>Date</u>
01.01	Site Survey	05/22/20
03.01	Concrete & Masonry	05/22/20
05.01	Structural & Misc. Steel	05/22/20
07.02	Roofing	05/22/20
08.01	Doors & Hardware	05/22/20
08.02	Overhead Coiling Doors	05/22/20
08.03	Flood Panels	05/22/20
09.01	Framing, Sheathing, & Stucco	05/22/20
09.09	Waterproofing & Painting	05/22/20
10.02	Signage & Scoreboards	05/22/20
10.10	Misc. Specialties	05/22/20
11.07	Athletic Equipment & Netting	05/22/20
12.09	Press Box & Bleachers	05/22/20
22.01	Plumbing	05/22/20
23.01	HVAC	05/22/20
26.01	Electrical	05/22/20
31.01	Sitework & Utilities	05/22/20
31.02	Deep Foundations	05/22/20
32.02	Sports Fields & Track	05/22/20
32.03	Fencing & Gates	05/22/20
32.04	Landscaping & Irrigation	05/22/20
	BID PACKAGE ADDENDA	
	Ajax Addendum 01.01-1	06/02/20
	Ajax Addendum 03.01-1	06/02/20
	Ajax Addendum 05.01-1	06/02/20
	Ajax Addendum 07.02-1	06/02/20
	Ajax Addendum 08.01-1	06/02/20



AJAX BUILDING COMPANY, LLC PROJECT NO. 201939
KEY WEST HIGH SCHOOL BACKYARD

GMP PROPOSAL

June 16, 2020

<u>BP No.</u>	<u>Description</u>	<u>Date</u>
	Ajax Addendum 08.02-1	06/02/20
	Ajax Addendum 08.03-1	06/02/20
	Ajax Addendum 09.01-1	06/02/20
	Ajax Addendum 09.09-1	06/02/20
	Ajax Addendum 10.02-1	06/02/20
	Ajax Addendum 10.10-1	06/02/20
	Ajax Addendum 11.07-1	06/02/20
	Ajax Addendum 12.09-1	06/02/20
	Ajax Addendum 22.01-1	06/02/20
	Ajax Addendum 23.01-1	06/02/20
	Ajax Addendum 26.01-1	06/02/20
	Ajax Addendum 31.01-1	06/02/20
	Ajax Addendum 31.02-1	06/02/20
	Ajax Addendum 32.02-1	06/02/20
	Ajax Addendum 32.03-1	06/02/20
	Ajax Addendum 32.04-1	06/02/20
	(END OF BID PACKAGES AND BID PACKAGE ADDENDA)	

END OF DOCUMENT LIST





CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS

Basis of the GMP Proposal

- This GMP Proposal has been prepared based on the following documents:
 - The Contract Drawings entitled Construction Documents dated May 15, 2020 as prepared by Harvard Jolly Architecture. Refer to Document List included in Section II of this proposal.
 - The Project Specifications entitled Construction Specifications dated May 15, 2020 as prepared by Harvard Jolly Architecture. Refer to Document List included in Section II of this proposal.
 - Architect Addendum No. 1 prepared by Harvard Jolly Architecture and their consultants, dated June 01, 2020, to the extent that the addendum was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addenda prior to their bid date.
 - Architect Addendum No. 2 prepared by Harvard Jolly Architecture and their consultants, dated June 09, 2020, to the extent that the addendum was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addenda prior to their bid date.
 - Architect Supplemental Instruction No. 1 prepared by Harvard Jolly Architecture and their consultants, dated June 09, 2020, to the extent that the addendum was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addenda prior to their bid date.
 - Pre-Bid Requests for Information (Pre-Bid RFI's) No. 001 - 016 to the extent that the information was made available and issued to bidders by Ajax Building Company, LLC as part of a bid package addendum prior to their bid date, with answers and/or clarifications provided by the Owner, the Architect and their consultants, or the Design Builder.
 - The Design Builder's GMP Cost Report dated June 15, 2020.
 - The Design Builder's Project Schedule dated May 08, 2020.
 - The Bid Packages and Bid Package Addenda issued to bidders by the Design Builder.
- It is understood that various allowances are included in this GMP Proposal as indicated in Section III-B of this proposal. It is further understood that the Design Builder's Contract will require adjustments by change order (either additive or deductive) for reconciling the difference between each allowance and the actual costs and/or savings realized on each allowance.
- These qualifications, clarifications and assumptions are intended to supplement the GMP Cost Report and the GMP Documents, and are an attempt to inform the Owner of the Design Builder's interpretation of the scope items which are included or excluded, and which may not be clearly shown or defined by specification, plan, elevation, detail, section, schedule, or schematic.

Scope of the GMP Proposal

- The scope of this GMP Proposal consists of the following:
 - The Design Builder's general conditions and general requirements for a period of seven (7) months.
 - Base Bid GMP – Includes the following scope of work:
 - A new Concessions Building, Bleachers and Press box will be provided at the Multi-purpose Field. New bleachers, a removable outfield fence and a new Press box will be provided at the Softball Field. A new Entry Canopy will be provided at the stairs adjacent to the Gymnasium as the new ticketing booth and entry point to the Backyard area.

Division 01 – General Requirements

- Clarifications, qualifications and assumptions related to Division 01:
 - This GMP Proposal includes the Design Builder's general conditions and general requirements for a period of seven (7) months.



- We have included the necessary jobsite supervision, layout, safety supplies, equipment, temporary jobsite office facility, postage, office equipment, project internet, and jobsite communications.
- We have not included a jobsite office facility for the Owner, Architect, Engineer, or their representatives.
- Costs related to a threshold inspector are not included.
- Aerial photographs have been included.
- An allowance for building permits has not been included.
- Environmental permits are not included beyond the \$500.00 allowance for the FDEP NOI.
- Tap fees, connection charges, system charges, impact fees, meter fees, or other regulatory requirements/fees are not included as all utilities are being tied into existing utility services.
- Costs related to a threshold inspector are not included.
- Materials testing is not included and is to be provided by the Owner.
- An allowance of \$500.00 is included for soils analysis.
- Temporary utility services (water, sewer and electric) are not included. It is assumed that all temporary utilities required for the project will be tied into permanent utilities and that these permanent utilities are readily accessible, of adequate size to handle any additional load as required by temporary utilities and that temporary on-site facilities can be located as necessary to prevent the need for any substantial overhead and/or underground temporary utilities.
- The consumption costs associated with temporary water utilities will be paid for by the Owner.
- The consumption costs associated with temporary electric utilities will be paid for by the Design Builder through the date of Substantial Completion at which time these utilities shall be transferred into the Owner's name and become the responsibility of the Owner.
- It is assumed that any steam, chilled water and/or natural gas utilities consumed in the performance of the work will be provided by the Owner at no cost to the Design Builder.
- We have included costs for Scheduling Software, Updates, Maintenance, and Support within the GMP. The charge for this service shall be \$1,000.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- We have included costs for MIS Services related to the project. This includes software updates associated with Ajax Building Company, LLC standard software provided for cost management, computer operating systems, PDF software, word processing applications, and spreadsheet applications. This includes troubleshooting, virus management/remediation, malware/adware management/remediation, updates, and maintenance of these systems. This does not include services related to scheduling, document control, and Project Management Controls, which are provided via other applications noted below. This does not include service provider costs for internet/telephone, initial setup, wiring, or connections. The charge for this service shall be \$1,200.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- We have included costs for Document Management and Project Management Controls Services. These services will be provided via a cloud-based platform that will allow direct access to all Construction personnel, including Owners, Architects, and Subcontractors. Services will include the ability to access/manage the information via mobile devices via the internet. Services included will be Plans and Specs Maintenance and distribution, RFI Control, Submittal Control, Punch List Management, Daily Reports, along with other related functions inherent in the platform. The charge for this service shall be \$11,796.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- Temporary gravel, limerock, crushed concrete or asphalt millings is included for the stabilization of the construction entrances.
- Temporary jobsite fencing and gates are included as 6'-0" high chain link fencing.
- Silt fencing is included for areas where construction runoff and/or erosion may occur.
- We have included sodding areas disturbed by construction activities.
- One (1) each standard 4' x 8' project sign is included.



- An allowance in the amount of \$500 is included for the reproduction and distribution of Contract Documents for the purpose of construction.
- A site survey is included.
- The final project cleaning is included.
- Jobsite cleanup, rubbish removal and rubbish disposal are included.
- An as-built survey is included for the final documentation of the location and elevation of the proposed new construction.
- Performance and Payment Bonds are included.
- Labor burden multiplier is included as a fixed rate of 45%. This multiplier is to account for all added expenses related to direct labor that are not included as part of OH&P.
- We have included this project's portion of our Umbrella / General Liability Insurance Policy within the GMP. The charge for this coverage shall be \$110,189.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- The Builder's Risk Insurance Policy shall be provided by the Owner. The policy shall list Ajax Building Company, LLC and their subcontractors as additional insureds and the Owner shall provide for a waiver of subrogation with Ajax Building Company, LLC and their subcontractors.
- We have included Warranty Management for the project within the GMP. The charge for this service to be provided during the warranty period shall be \$9,691.00 and shall be billed as a lump sum amount upon approval of the GMP and issuance of the Notice to Proceed.
- A Design Builder's Contingency is included. This contingency is to be utilized by Ajax Building Company, LLC in executing the work described in this GMP Proposal. Acceptable uses of this contingency include, but are not limited to, the following:
 - Buy-out of work not included in previously awarded bid packages.
 - Repair of damages caused by an unknown source or contractor (not including Builder's Risk claims).
 - To improve and/or accelerate the progress of the work.
 - To improve the conditions of the work.
 - For modification of the work resulting from an unknown ambiguity (not an error or omission) in the contract documents.
 - To increase and/or supplement staff as necessary to effectively manage the project.
 - To adjust the reimbursable general conditions in excess of the budget.
- Architectural and/or Engineering Fees are included.
- The Design Builder's Construction Phase Fee is included at the rate of 5.80% of the GMP which shall be converted to a lump sum upon acceptance of the GMP.
- This proposal does not include any provisions for enhanced hurricane protection (EHPA).
- Ajax Building Company, LLC may utilize a subcontractor default insurance program for some subcontractors as an alternative to Subcontractor Bonds. When utilized, the cost for the subcontractor default insurance coverage will be the same cost as the subcontractor's bond cost.
- Should the Owner elect to utilize the Direct Purchase Order process to save sales tax, the tax for actual purchases will be credited to the Owner. At the end of the Project, any refund for materials not purchased or surplus materials returned to suppliers plus the applicable sales tax amount shall be credited with an additive Change Order to the Agreement with the Design Builder and Subcontractor's Agreement. Surplus materials shall be the property of the Subcontractor and no refund or materials shall be due to the Owner.
- Some work of the GMP Proposal and the Project Schedule may include materials or products from China or other areas impacted by the Coronavirus, COVID-19 virus, or future concern. The GMP and Project Schedule do not account for and specifically exclude any disruptions or delays to the procurement or supply of such materials caused by the current Coronavirus or COVID-19 outbreak. Additionally, the GMP and Project Schedule do not account for and specifically exclude any impacts that may be caused to the performance of the work resulting from labor shortages, shutdowns, work restrictions, travel restrictions, production inefficiencies, governmental regulations/guidance, or other causes resulting from the current



Coronavirus or COVID-19 outbreak. We have included an allowance of \$25,000 related to additional protective measures at the jobsite as follows:

- Additional Site Cleaning
- Additional Personal Protective Equipment
- Additional Handwashing Stations
- Additional Safety Monitoring Programs

Division 02 – Existing Conditions

- Clarifications, qualifications and assumptions related to Division 02:
 - Abatement and Remediation Work
 - We specifically exclude any asbestos abatement, lead paint abatement or removal, PCB abatement or removal, and related surveys, air monitoring, clearances, testing services, etc.
 - Demolition / Selective Demolition
 - The water and runoff generated from construction operations will be contained on the project site. It is assumed that the water and/or runoff generated from demolition operations will not require collection, treatment or disposal.
 - It is assumed that abandoned utilities will be disconnected and capped (not removed or filled).
 - The salvage of any materials, equipment, furniture, etc. is specifically excluded. It is assumed that all salvage operations by the Owner will have already been completed prior to the mobilization of the Design Builder.

Division 03 – Concrete

- Clarifications, qualifications and assumptions related to Division 03:
 - Concrete Work is included per Bid Package 03.01.
 - 15-mil visqueen vapor barrier is included under all new building concrete slabs. We specifically exclude any special vapor barriers, radon barriers, waterproofing membranes/coatings, or any other special membranes.
 - General Concrete Items
 - No colored concrete, special mixes, special finishes, or admixtures are included.
 - We exclude any special rebar finishes, galvanizing, epoxy coatings, or special chairs/supports.

Division 04 – Masonry

- Clarifications, qualifications and assumptions related to Division 04:
 - Masonry Work is included per Bid Package 03.01.
 - General Masonry Items
 - Mortar additives or coloring are not included.
 - Exposed masonry joints are included as concave joints both horizontally and vertically.

Division 05 – Metals

- Clarifications, qualifications and assumptions related to Division 05:
 - Structural Steel, Joists and Deck are included per Bid Package 05.01.
 - Handrails at the new stairs are included.
 - Stair nosings at the new stairs are included as Masco AS-3511.

Division 06 – Wood, Plastics and Composites



- Not Applicable

Division 07 – Thermal and Moisture Protection

- Clarifications, qualifications and assumptions related to Division 07:
 - Roofing Work is included per Bid Package 07.02.

Division 08 – Openings

- Clarifications, qualifications and assumptions related to Division 08:
 - Doors, Frames & Hardware is included per Bid Package 08.01.
 - Metal Doors and Frames
 - HM doors will be 14 gauge, not 12 gauge as noted in the specifications. 12 gauge doors are not available. The HM frames will be 12 gauge.
 - Overhead Coiling Doors is included per Bid Package 08.02.
 - Flood Panels is included per Bid Package 08.03.

Division 09 – Finishes

- Clarifications, qualifications and assumptions related to Division 09:
 - Framing, Sheathing, & Stucco is included per Bid Package 09.01.
 - Painted stucco is included at the exterior of the Concessions Building in lieu of the Masterseal 581 waterproofing system.
 - Waterproofing & Painting is included per Bid Package 09.09.
 - Painted stucco is included at the exterior of the Concessions Building in lieu of the Masterseal 581 waterproofing system.

Division 10 – Specialties

- Clarifications, qualifications and assumptions related to Division 10:
 - Signage & Scoreboards Work is included per Bid Package 10.02.
 - Miscellaneous Specialties Work is included per Bid Package 10.10.
 - Toilet partitions manufacturer will be American Sanitary (similar as Marathon High School).

Division 11 – Equipment

- Clarifications, qualifications and assumptions related to Division 11:
 - Athletic Equipment & Netting Work is included per Bid Package 11.07.
 - An allowance of \$35,000.00 is included for additional site and athletic equipment.

Division 12 – Furnishings

- Clarifications, qualifications and assumptions related to Division 12:
 - Press Box & Bleachers Work is included per Bid Package 12.09.
 - Four (4) new Softball bleachers by Southern Bleacher Co. will be installed in lieu of relocating the existing (4) bleachers.

Division 13 – Special Construction



- Not Applicable

Division 14 – Conveying Systems

- Not Applicable

Division 21 – Fire Suppression

- Not Applicable

Division 22 – Plumbing

- Clarifications, qualifications and assumptions related to Division 22:
 - Plumbing Work is included per Bid Package 22.01.

Division 23 – HVAC

- Clarifications, qualifications and assumptions related to Division 23:
 - HVAC Work is included per Bid Package 23.01.

Division 26 – Electrical

- Clarifications, qualifications and assumptions related to Division 26:
 - Basic Materials and Methods
 - Jacking, boring, or directional drilling is not included for new or relocated utilities.
 - Electrical Work is included per Bid Package 26.01.
 - Musco Sports Lighting is included and will be deducted via Owner Change Order. Musco Sports Lighting DPO has already been issued by MCS D.

Division 27 – Communications

- Clarifications, qualifications and assumptions related to Division 27:
 - Communications Work is included per Bid Package 26.01.

Division 28 – Electronic Safety and Security

- Clarifications, qualifications and assumptions related to Division 28:
 - Electronic Safety & Security Work is included per Bid Package 26.01.

Division 31 – Earthwork

- Clarifications, qualifications and assumptions related to Division 31:
 - Site Work / Earthwork
 - It is assumed that the existing soils are of an acceptable material and that compaction can be achieved under normal means and methods, and that over-excavation and/or replacement of unsuitable soils will not be required in the performance of the work.
 - Earthwork, Sitework, & Utilities Work is included per Bid Package 31.01.
 - An allowance of \$55,000.00 is included for the potential retaining wall as noted on C-300.



- Deep foundations are included per Bid Package 31.02.

Division 32 – Exterior Improvements

- Clarifications, qualifications and assumptions related to Division 32:
 - Paving is included per Bid Package 31.01.
 - 1" asphalt overlay of the existing southwest parking lot per notes on C-300 is included.
 - An Allowance of \$50,000.00 is included for misc. paving.
 - Sports Fields & Track Work is included per Bid Package 32.02.
 - Poured in place 19 mil Cushdrain shock pad system is included for the synthetic turf areas.
 - Fencing & Gates Work is included per Bid Package 32.04.
 - Landscaping and Irrigation Work is included per Bid Package 32.04.

Division 33 – Utilities

- Clarifications, qualifications and assumptions related to Division 33:
 - Utilities are included per Bid Package 31.01.

General Notes

- General clarifications, qualifications and assumptions related to the GMP Proposal:
 - Electronic, CAD or BIM "As-Built" are not included. Ajax Building Company, LLC will maintain "As-Built" drawings at the jobsite throughout the construction phase and provide copies to the Architect and Owner at Final Completion.
 - O&M training, manuals or video-training is not included for Owner furnished equipment or items provided by the Owner's vendors.
 - This GMP Proposal is based on the premise and understanding that Ajax Building Company, LLC will have full control to reallocate any funds and/or budgets within the GMP (excluding allowances) as determined necessary in the execution of the DB Contract.
 - Various unforeseen conditions and discrepancies may arise during the construction phase. It is assumed that the Owner will assign a staff member(s) that will be readily available to respond and provide timely assistance in resolving all issues that may arise.

END OF CLARIFICATIONS, QUALIFICATIONS AND ASSUMPTIONS TO THE GMP PROPOSAL



ALLOWANCE SCHEDULE

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

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

<u>Item No.</u>	<u>Description</u>	<u>Allowance Amount</u>
	Division 01 – General Requirements	
	Environmental Permit Allowance	\$500.00
	Soils Analysis Allowance	\$500.00
	COVID-19 Allowance	\$25,000.00
	Division 11 – Equipment	
	Site & Athletic Equipment Allowance	\$35,000.00
	Division 31 – Earthwork	
	Retaining wall Allowance	\$55,000.00
	Misc. paving allowance	\$50,000.00

END OF ALLOWANCE SCHEDULE



COST REPORT NARRATIVE

Ajax Building Company, LLC is confident that the GMP Cost Report included herein is representative of the proposed scope of work depicted in the GMP Documents. The work included in the GMP Proposal is based upon the List of Documents included in Section II of this proposal as amended by the Clarifications, Qualifications, and Assumptions and the Allowance Schedule, all contained in Section III of this proposal.

The Base Bid GMP Proposal for the Key West High School Backyard totals **\$11,796,289**. The Base Bid GMP Proposal includes the synthetic Multi-purpose and Softball fields, rubberized Track, Bleachers, Press boxes and Concessions Building and Entry Canopy.



AJAX BUILDING COMPANY, LLC PROJECT NO. 201939

KEY WEST HIGH SCHOOL BACKYARD

GMP PROPOSAL

June 16, 2020

GMP Cost Report:

BASE BID GMP
DB Summary Report

Cost Management Recap



Sort Sequences:

1. Sec
2. Divisions
3. Not Used
4. Not Used

Estimate File: :KWHS BACKYARD GMP_02.est

Estimator:

Primary Project Qty: C

Secondary Project Qty: C

Estimate UM: Imperia

Report includes Taxes & Insurance.

5:10:19PM

6/15/2020

Description	Unit\$	Total \$
<u>NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!</u>		
Total Division 01 GENERAL REQUIREMENTS		\$847,183
Total Division 02 MISCELLANEOUS CONSTRUCTION		\$31,200
Total Division 03 CONCRETE		\$717,060
Total Division 05 METALS		\$85,075
Total Division 07 THERMAL & MOISTURE PROTECTION		\$58,417
Total Division 08 DOORS & WINDOWS		\$49,800
Total Division 09 FINISHES		\$453,897
Total Division 10 SPECIALTIES		\$50,711
Total Division 11 EQUIPMENT		\$119,139
Total Division 12 FURNISHINGS		\$309,467
Total Division 22 PLUMBING		\$56,650
Total Division 26 ELECTRICAL WORK		\$1,714,470
Total Division 31 SITEWORK		\$1,576,562
Total Division 32 SITE IMPROVEMENTS		\$3,712,910
Total Division 36 BONDS & INSURANCE		\$207,619
Total Division 37 WARRANTY		\$9,691
Total Division 40 DESIGN/CONSULTANTS FEES		\$745,640
Total Division 80 CONTINGENCY		\$319,019
Total Division 90 OVERHEAD & FEE		\$635,272
Total Division 95 OVERHEAD & FEE		\$96,507
Total Sec BB BASE BID		\$11,796,289



AJAX BUILDING COMPANY, LLC PROJECT NO. 201939

KEY WEST HIGH SCHOOL BACKYARD

GMP PROPOSAL

June 16, 2020

GMP Cost Report:

BASE BID GMP

DB Detail Report

Cost Management Detail



Sort Sequences:

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

Estimate File: :KWHS BACKYARD GMP_02.est

Estimator:

Primary Project Qty: C

Secondary Project Qty: C

Estimate UM: Imperi

Report includes Taxes & Insurance.

5:14:44PM

6/15/2020

Description	Quantity	Unit \$	Total \$
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Sec BB BASE BID

Major Item Code 01300.000 GENERAL CONDITIONS

Minor Item Code 01300.000 ADMINISTRATIVE REQUIREMENTS

Project Executive	35.00 WEEK	348.55	12,199
Operations Manager	35.00 WEEK	962.02	33,671
Operations Manager Vehicle Allowance	8.00 MO	120.00	960
Project Manager	35.00 WEEK	2,927.88	102,476
Project Manager Vehicle Allowance	8.00 MO	600.00	4,800
Asst. Project Manager	35.00 WEEK	2,119.23	74,173
Asst. Project Manager Vehicle Allowance	8.00 MO	300.00	2,400
General Superintendent	31.00 WEEK	936.92	29,044
General Superintendent Vehicle Allowance	7.00 MO	120.00	840
Full Time Project Superintendent	31.00 WEEK	2,802.40	86,874
Asst. Superintendent #1	31.00 WEEK	2,342.30	72,611
Project Accountant	35.00 WEEK	167.30	5,856
Jobsite Secretary	35.00 WEEK	1,508.00	52,780
Home Office Secretary	35.00 WEEK	160.95	5,633
Safety Manager/Inspector	27.00 WEEK	125.48	3,388

Total Minor Item Code 01300.000

\$487,706

ADMINISTRATIVE REQUIREMENTS

Total Major Item Code 01300.000 GENERAL CONDITIONS

\$487,706

Major Item Code 01300.300 GENERAL REQUIREMENTS

Minor Item Code 01310.000 TRAVEL, PER DIEM, & RELOCATION

Meals	48.00 DAYS	50.00	2,400
Per Diem Expenses	24.00 MO	720.00	17,280
Travel Expenses	1.00 LS	2,500.00	2,500
Rental House	24.00 MO	5,000.00	120,000
Meters/Tolls/Fees	8.00 LS	50.00	400

Total Minor Item Code 01310.000

\$142,580

TRAVEL, PER DIEM, & RELOCATION

Minor Item Code 01320.000 CONSTRUCTION PROGRESS DOCUMENTATION

Video Taping	1.00 EACH	250.00	250
Aerial Photographs - 3 @ 8 x 10's	7.00 MO	225.00	1,575
Construction Schedule - P6	8.00 MO	125.00	1,000

Total Minor Item Code 01320.000

\$2,825

CONSTRUCTION PROGRESS DOCUMENTATION

Sort Sequences:

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

Estimate File: :KWHS BACKYARD GMP_02.est

Estimator:

Primary Project Qty: C

Secondary Project Qty: C

Estimate UM: Imperi

Report includes Taxes & Insurance.

5:14:44PM

6/15/2020

Description	Quantity	Unit \$	Total \$
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Minor Item Code 01350.000 SPECIAL PROCEDURES

Data Processing Fee	8.00 MO	150.00	1,200
Document Management & PM Controls Services	1.00 EACH	11,796.00	11,796
Staff Relocation/Moving Allowance	1.00 EACH	1,500.00	1,500

Total Minor Item Code 01350.000
\$14,496
SPECIAL PROCEDURES
Minor Item Code 01410.000 REGULATORY REQUIREMENTS

Building Permits	1.00 NIC		
Environmental Permit Allowance	1.00 ALLW	500.00	500
Water System Service Charges	1.00 NIC		
Water Systems Tap Charges	1.00 NIC		
Sewer System Service Charges	1.00 NIC		
Sewer System Tap Charges	1.00 NIC		
Transportation Impact Fees	1.00 NIC		
Impact/Connection Fees	1.00 NIC		
Meter/Tap Fees	1.00 NIC		

Total Minor Item Code 01410.000
\$500
REGULATORY REQUIREMENTS
Minor Item Code 01420.000 SAFETY

First Aid Supplies	1.00 LS	376.25	376
Safety Supplies	7.00 MO	322.50	2,258
Safety Jobsite Signs	10.00 EACH	53.75	538
Safety Training & Videos	1.00 LS	250.00	250
COVID 19 Allowance	1.00 ALLW	25,000.00	25,000
Temporary Fire Protection (1 ea / 6,000 Sf)	2.00 EA	45.15	90
Water, Ice, & Cups	7.00 MO	48.38	339

Total Minor Item Code 01420.000 SAFETY
\$28,850
Minor Item Code 01450.000 QUALITY CONTROL

Laboratory Testing (Provided by Owner)	1.00 NIC		
Soil Analysis Allowance	1.00 ALLW	500.00	500

Total Minor Item Code 01450.000
\$500
QUALITY CONTROL
Minor Item Code 01500.000 TEMPORARY FACILITIES

Project Office Trailer	8.00 MO	1,451.25	11,610
Office Trailer Set-up	1.00 EACH	11,287.50	11,288
Office Trailer Removal	1.00 EACH	10,212.50	10,213
General Purpose Carpenter	31.00 WEEK	1,508.00	46,748
Project Office Supplies	8.00 MO	161.25	1,290
Jobsite Postage	8.00 MO	107.50	860
Jobsite Office Equipment	8.00 MO	825.00	6,600
Jobsite Office Furniture	8.00 MO	400.00	3,200
Copy Machine	8.00 MO	483.75	3,870

Total Minor Item Code 01500.000
\$95,678
TEMPORARY FACILITIES
Minor Item Code 01510.000 TEMPORARY UTILITIES

Chemical Toilets	8.00 MO	1,075.00	8,600
Electric Usage Charge @ Trailer	8.00 MO	300.00	2,400
Water Usage Charge (Provided by Owner)	1.00 NIC		

Total Minor Item Code 01510.000
\$11,000
TEMPORARY UTILITIES

Sort Sequences:

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

Estimate File: :KWHS BACKYARD GMP_02.est

Estimator:

Primary Project Qty:C

Secondary Project Qty: C

Estimate UM: Imperi

Report includes Taxes & Insurance.

5:14:44PM

6/15/2020

Description	Quantity	Unit \$	Total \$
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Minor Item Code 01530.000 PROJECT COMMUNICATIONS

Project Telephones	8.00 MO	349.38	2,795
Telephone Connection Fees	1.00 LS	1,500.00	1,500
Jobsite Communications	8.00 MO	645.00	5,160

Total Minor Item Code 01530.000**\$9,455****PROJECT COMMUNICATIONS**

Minor Item Code 01540.000 CONSTRUCTION TOOLS & EQUIPMENT

Small Tools & Equipment	7.00 MO	430.00	3,010
Superintendent Pick-up Truck	8.00 MO	650.00	5,200
Fuel for Superintendent Pick-up Truck	8.00 MO	500.00	4,000
Lull High-Lift	7.00 MO	1,900.00	13,300
Fuel, Oil, & Lube for Forklift	7.00 MO	215.00	1,505

Total Minor Item Code 01540.000**\$27,015****CONSTRUCTION TOOLS & EQUIPMENT**

Minor Item Code 01580.000 PROJECT IDENTIFICATION

Project Sign	1.00 EACH	1,250.00	1,250
Jobsite Signage	1.00 LS	537.50	538

Total Minor Item Code 01580.000**\$1,788****PROJECT IDENTIFICATION**

Minor Item Code 01720.000 CONSTRUCTION PREPARATION

Purchase Drawings/Reproduction Cost	1.00 LS	500.00	500
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Total Minor Item Code 01720.000**\$500****CONSTRUCTION PREPARATION**

Minor Item Code 01740.000 PROJECT CLEANING

Rubbish Removal	8.00 MO	161.25	1,290
Dump Charges	500.00 CUYD	45.00	22,500

Total Minor Item Code 01740.000**\$23,790****PROJECT CLEANING**

Minor Item Code 01820.000 DEMONSTRATION & TRAINING

Video Tape Training	1.00 LS	500.00	500
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Total Minor Item Code 01820.000**\$500****DEMONSTRATION & TRAINING****Total Major Item Code 01300.300 GENERAL****\$359,477****REQUIREMENTS**

Major Item Code 02000.000 BASIC MATERIALS & METHODS

Minor Item Code 02000.000 BASIC MATERIALS & METHODS

BP 1.01 Site Survey	1.00 LS	31,200.00	31,200
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Total Minor Item Code 02000.000 BASIC**\$31,200****MATERIALS & METHODS****Total Major Item Code 02000.000 BASIC****\$31,200****MATERIALS & METHODS**

Major Item Code 03000.000 CONCRETE WORK

Minor Item Code 03300.000 CAST-IN-PLACE CONCRETE

BP 03.01 Concrete & Masonry	1.00 LS	717,060.00	717,060
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Total Minor Item Code 03300.000**\$717,060****CAST-IN-PLACE CONCRETE****Total Major Item Code 03000.000 CONCRETE****\$717,060****WORK**

Sort Sequences:

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

Estimate File: :KWHS BACKYARD GMP_02.est

Estimator:

Primary Project Qty:C

Secondary Project Qty: C

Estimate UM: Imperi

Report includes Taxes & Insurance.

5:14:44PM

6/15/2020

Description	Quantity	Unit \$	Total \$
NOTICE : This Document is considered proprietary information and shall not be distributed beyond the intended recipient without the express written consent of Ajax Building Company, LLC !!!			
Major Item Code 05000.000 STRUCTURAL STEEL, JOISTS, & DECK			
Minor Item Code 05120.000 STRUCTURAL STEEL			
BP 05.01 Structural Steel & Miscellaneous Metals	1.00 LS	85,075.00	85,075
Total Minor Item Code 05120.000 STRUCTURAL STEEL			\$85,075
Total Major Item Code 05000.000 STRUCTURAL STEEL, JOISTS, & DECK			\$85,075
Major Item Code 07500.000 ROOFING & SHEET METAL			
Minor Item Code 07510.000 BUILT-UP BITUMINOUS ROOFING			
BP 07.02 Roofing	1.00 LS	58,417.48	58,417
Total Minor Item Code 07510.000 BUILT-UP BITUMINOUS ROOFING			\$58,417
Total Major Item Code 07500.000 ROOFING & SHEET METAL			\$58,417
Major Item Code 08000.000 BASIC DOOR & WINDOW MATERIALS & METHODS			
Minor Item Code 08000.000 DOORS, FRAMES, & HARDWARE			
BP 08.01 Doors, Frames & Hardware	1.00 LS	23,750.11	23,750
Total Minor Item Code 08000.000 DOORS, FRAMES, & HARDWARE			\$23,750
Total Major Item Code 08000.000 BASIC DOOR & WINDOW MATERIALS & METHODS			\$23,750
Major Item Code 08300.000 SPECIALTY DOORS			
Minor Item Code 08300.000 SPECIALTY DOORS			
BP 08.02 Overhead Coiling Doors	1.00 LS	6,250.00	6,250
BP 08.03 Flood Panels	1.00 LS	19,800.00	19,800
Total Minor Item Code 08300.000 SPECIALTY DOORS			\$26,050
Total Major Item Code 08300.000 SPECIALTY DOORS			\$26,050
Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS			
Minor Item Code 09250.000 GYPSUM BOARD			
BP 09.01 Framing, Sheathing & Stucco	1.00 LS	405,122.03	405,122
Total Minor Item Code 09250.000 GYPSUM BOARD			\$405,122
Total Major Item Code 09100.000 GYP BOARD, PLASTER, & STUCCO SYSTEMS			\$405,122
Major Item Code 09900.000 PAINTS & COATINGS			
Minor Item Code 09910.000 PAINT			
BP 09.05 Waterproofing & Painting	1.00 LS	48,775.38	48,775
Total Minor Item Code 09910.000 PAINT			\$48,775
Total Major Item Code 09900.000 PAINTS & COATINGS			\$48,775
Major Item Code 10000.000 MISCELLANEOUS BUILDING SPECIALTIES			
Minor Item Code 10000.000 MISCELLANEOUS SPECIALTIES			
BP 10.02 Signage & Scoreboards	1.00 LS	37,671.95	37,672
BP 10.10 Miscellaneous Specialties	1.00 LS	13,039.00	13,039

Sort Sequences:

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

Estimate File: :KWHS BACKYARD GMP_02.est

Estimator:

Primary Project Qty: C

Secondary Project Qty: C

Estimate UM: Imperi

Report includes Taxes & Insurance.

5:14:44PM

6/15/2020

Description	Quantity	Unit \$	Total \$
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Total Minor Item Code 10000.000			\$50,711
MISCELLANEOUS SPECIAL TIES			
Total Major Item Code 10000.000			\$50,711
MISCELLANEOUS BUILDING SPECIAL TIES			
Major Item Code 11000.000 BUILDING EQUIPMENT			
Minor Item Code 11480.000 ATHLETIC & RECREATIONAL EQUIPMENT			
BP 11.07 Athletic Equipment & Netting	1.00 LS	84,138.72	84,139
Sports Equipment Allowance	1.00 ALLW	35,000.00	35,000
Total Minor Item Code 11480.000			\$119,139
ATHLETIC & RECREATIONAL EQUIPMENT			
Total Major Item Code 11000.000 BUILDING EQUIPMENT			\$119,139
Major Item Code 12000.000 BUILDING FURNISHINGS			
Minor Item Code 12630.000 STADIUM & ARENA SEATING			
BP 12.09 Press Box & Bleachers	1.00 LS	309,467.14	309,467
Total Minor Item Code 12630.000			\$309,467
STADIUM & ARENA SEATING			
Total Major Item Code 12000.000 BUILDING FURNISHINGS			\$309,467
Major Item Code 22000.000 PLUMBING WORK			
Minor Item Code 22010.000 COMMON WORK RESULTS FOR PLUMBING			
BP 22.01 Plumbing	1.00 LS	33,450.00	33,450
Total Minor Item Code 22010.000			\$33,450
COMMON WORK RESULTS FOR PLUMBING			
Minor Item Code 22665.000 CHEMICAL WASTE TANKS			
BP 23.01 HVAC	1.00 LS	23,200.00	23,200
Total Minor Item Code 22665.000			\$23,200
CHEMICAL WASTE TANKS			
Total Major Item Code 22000.000 PLUMBING WORK			\$56,650
Major Item Code 26000.000 ELECTRICAL WORK			
Minor Item Code 26050.000 COMMON WORK RESULTS FOR ELECTRICAL			
BP 26.01 Electrical	1.00 LS	1,714,470.00	1,714,470
Total Minor Item Code 26050.000			\$1,714,470
COMMON WORK RESULTS FOR ELECTRICAL			
Total Major Item Code 26000.000			\$1,714,470
ELECTRICAL WORK			
Major Item Code 31000.000 SITEWORK			
Minor Item Code 31000.000 SITEWORK			
BP 31.01 Sitework & Utilities	1.00 LS	1,451,562.00	1,451,562
Miscellaneous Paving Allowance	1.00 ALLW	50,000.00	50,000
Retaining Wall Allowance	1.00 ALLW	55,000.00	55,000
Total Minor Item Code 31000.000			\$1,556,562
SITEWORK			

Sort Sequences:

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

Estimate File: :KWHS BACKYARD GMP_02.est

Estimator:

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Secondary Project Qty: C

Estimate UM: Imperi

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6/15/2020

Description	Quantity	Unit \$	Total \$
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Minor Item Code 31600.000 DEEP FOUNDATIONS			
BP 31.02 Deep Foundations	1.00 LS	20,000.00	20,000
Total Minor Item Code 31600.000 DEEP FOUNDATIONS			\$20,000
Total Major Item Code 31000.000 SITEWORK			\$1,576,562
Major Item Code 32000.000 SITE IMPROVEMENTS			
Minor Item Code 32180.000 ATHLETIC & RECREATIONAL SURFACING			
BP 32.02 Sports Fields & Track	1.00 LS	3,134,338.05	3,134,338
Total Minor Item Code 32180.000 ATHLETIC & RECREATIONAL SURFACING			\$3,134,338
Minor Item Code 32310.000 FENCES & GATES			
BP 32.03 Fencing & Gates	1.00 LS	488,790.21	488,790
Total Minor Item Code 32310.000 FENCES & GATES			\$488,790
Minor Item Code 32900.000 LANDSCAPING			
BP 32.04 Landscape & Irrigation System	1.00 LS	89,781.67	89,782
Total Minor Item Code 32900.000 LANDSCAPING			\$89,782
Total Major Item Code 32000.000 SITE IMPROVEMENTS			\$3,712,910
Major Item Code 36000.000 BONDS & INSURANCE			
Minor Item Code 36000.000 BONDS & INSURANCE			
Performance & Payment Bond	1.00 LS	97,430.00	97,430
General Liability Insurance	1.00 LS	110,189.00	110,189
Total Minor Item Code 36000.000 BONDS & INSURANCE			\$207,619
Total Major Item Code 36000.000 BONDS & INSURANCE			\$207,619
Major Item Code 37000.000 WARRANTIES			
Minor Item Code 37000.000 WARRANTY			
Warranty Allocation	1.00 LS	9,691.00	9,691
Total Minor Item Code 37000.000 WARRANTY			\$9,691
Total Major Item Code 37000.000 WARRANTIES			\$9,691
Major Item Code 40000.000 DESIGN/CONSULTANTS FEES			
Minor Item Code 40000.000 DESIGN/CONSULTANT'S FEES			
Design/Consultant's Fees	1.00 LS	745,639.98	745,640
Total Minor Item Code 40000.000 DESIGN/CONSULTANT'S FEES			\$745,640
Total Major Item Code 40000.000 DESIGN/CONSULTANTS FEES			\$745,640
Major Item Code 80000.000 CONTINGENCY			
Minor Item Code 80000.000 CONTINGENCY			
Design Builder's Contingency	1.00 LS	319,019.00	319,019
Total Minor Item Code 80000.000 CONTINGENCY			\$319,019

Sort Sequences:

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

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Estimator:

Primary Project Qty: C

Secondary Project Qty: C

Estimate UM: Imperi

Report includes Taxes & Insurance.

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6/15/2020

Description	Quantity	Unit \$	Total \$
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Total Major Item Code 80000.000

\$319,019

CONTINGENCY

Major Item Code 90000.000 OVERHEAD & FEE

Minor Item Code 90000.000 OVERHEAD & FEE

Design Builder's Fee	1.00 LS	635,272.00	635,272
Preconstruction Fee	1.00 LS	96,507.00	96,507

Total Minor Item Code 90000.000

\$731,779

OVERHEAD & FEE

Total Major Item Code 90000.000 OVERHEAD & FEE

\$731,779

Total Sec BB BASE BID

\$11,796,289



SITE UTILIZATION PLAN NARRATIVE

Refer to the attached Site Utilization Plan dated April 2, 2020 as prepared by Ajax Building Company, LLC and included in Section V-B of this proposal for the illustration of the below listed items.

Temporary Fencing

- Material: Six foot (6') high galvanized chain link fencing will be utilized for the temporary construction fencing.
- Locations: Temporary fencing will be installed at the locations indicated on the Site Utilization Plan.
- Visual Barriers: Full-height wind screening will be installed as a visual barrier on all chain link fencing and gates. This visual barrier will be maintained for the duration of the project.

Construction Entrances and Temporary Gates

- Primary Construction Entrance: The primary construction entrance is located at the southwest corner of the site at the existing parking lot. A 16' wide vehicle gate will be located at this entrance.
- Secondary Construction Entrances: None.
- All construction entrances intended for vehicular traffic will be stabilized with gravel, limerock, crushed concrete, asphalt millings, or other stabilization materials as determined appropriate by Ajax Building Company, LLC. Although it is anticipated that a large portion of the stabilization materials will be inherently absorbed by the project site, Ajax Building Company, LLC will endeavor to remove and dispose of these stabilization materials to a practical limit prior to the installation of site finishes.
- Pedestrian Gates: None.
- Note: The locations for all gates are indicated on the Site Utilization Plan.

Site Security

- Gate Security: All temporary gates, vehicle and pedestrian, will be chained and locked during non-work hours throughout the duration of the project.

Debris Removal

- Roll-off containers will be supplied and maintained by Ajax Building Company, LLC for removing construction debris from the project site.
- All roll-off container pulls will be scheduled by Ajax Building Company, LLC's Project Superintendent.
- Unless otherwise dictated by the progress/requirements of the project, Ajax Building Company, LLC will endeavor to perform all roll-off container pulls during business hours.

Tree Protection / Erosion Control / Barricades

- Tree protection: All tree protection required by the Contract Documents will be installed prior to the commencement of site work.
- Erosion Control: All silt fencing, hay bales and other erosion control measures required by the Contract Documents will be installed prior to the commencement of site work.
- Tree and Root Pruning: All tree and root pruning required will be performed in accordance with the Contract Documents.



Crane, Vehicle and Equipment Paths

- Crane, vehicle and equipment paths required for equipment and/or vehicle travel, bearing, access, etc. within the project site will be stabilized with gravel, limerock, crushed concrete, asphalt millings, or other stabilization materials as determined appropriate by Ajax Building Company, LLC.
- Although it is anticipated that a large portion of the stabilization materials will be inherently absorbed by the project site, Ajax Building Company, LLC will endeavor to remove and dispose of these stabilization materials to a practical limit prior to the installation of site finishes.

On-Site Material Storage

- Storage Containers: Various materials, equipment and fabricated items will be stored in Connex-type trailers, tractor trailers and storage boxes within the fenced area of the project site. All storage containers will be locked during non-work hours.
- Open Material Storage: Various materials, equipment and fabricated items that do not lend themselves to be stored in containers will be stored and/or staged on the project site. Such items will be stored on dunnage and protected from the elements as necessary to ensure that that quality and condition of the items is not jeopardized.

Temporary Facilities

- Jobsite Office Trailers: The locations for jobsite office trailers are indicated on the Site Utilization Plan. The locations indicated have been proposed in an effort to minimize interference with construction activities and to allow for minimal disturbance of the completed construction when the office trailers are removed at the completion of the project. All jobsite office trailers will be well-maintained units.
- Schedule: The project schedule indicates that the mobilization of jobsite office trailers will commence in July 2020 with the start of mobilization activities.
- Temporary Power:
 - Temporary electrical service for the jobsite office trailers will be obtained from Keys Energy. The temporary electrical service is being provided by Ajax and will be installed by the Electrical subcontractor.
 - Temporary electrical service for the construction site will be obtained from Keys Energy. The temporary electrical service is being provided by Ajax and will be installed by the Electrical subcontractor.
- Temporary Water:
 - Temporary water service for the jobsite office trailers will be obtained from the existing school's water mains. The temporary water service is being provided by the Owner and will be installed by the Plumbing subcontractor.
 - Temporary water service for the construction site will be obtained from the existing school's water mains. The temporary water service is being provided by the Owner and will be installed by the Plumbing subcontractor.
- Temporary Sanitary Sewer:
 - The temporary sanitary sewer service for the jobsite office trailers will be obtained by 1) tying into an existing sanitary sewer service, or 2) supplying a sanitary holding tank.
 - The temporary sanitary sewer service for the construction site will be obtained by supplying portable toilet facilities (port-o-lets).
 - In such cases that a holding tank or portable toilet facilities (port-o-lets) are required, those facilities will be serviced two (2) times per week or as otherwise necessary when they are in use.
- Temporary Telephone and Internet Services:



- Temporary internet service for the jobsite office trailers will be obtained from Comcast Business. The temporary internet service is being provided by Ajax and will be installed by Comcast Business and the Electrical subcontractor.

Construction Traffic, Parking and Deliveries

- Ajax Building Company, LLC Office Staff: Ajax office staff will utilize the southwest entrance gate and drive for access, parking and project management activities. Parking for Ajax office staff will be in the location(s) indicated on the Site Utilization Plan.
- Construction Employees and Personnel: Construction employees and personnel will utilize the southwest entrance gate and drive for access and parking. Parking for construction employees and personnel will be in the location(s) indicated on the Site Utilization Plan.
- Construction Deliveries: General construction related deliveries will utilize the southwest entrance gate and drive for access to the project site.

Maintenance of Site

- Ajax Building Company, LLC will maintain all temporary fencing, visual windscreen barriers, tree protection, erosion control measures, construction storage areas, and construction parking areas to ensure safety and an acceptable appearance. It is assumed that the Owner will continue to maintain all other areas outside the construction site or not occupied by Ajax Building Company, LLC.
- Street sweeping will be performed as necessary.
- The site will be monitored for trash, debris, and general housekeeping. Cleanup and housekeeping will be performed on a regular basis as necessary to ensure safety and an acceptable appearance.

Emergency Contact Information

- Emergency Contacts: The following is a list of emergency contact numbers for Ajax Building Company, LLC personnel assigned to the project.

<u>Contact Person</u>	<u>Job Title</u>	<u>Contact Number</u>
Michael Wilson	Operations Manager	Office 813-792-3900 / Mobile 813-545-2583
Marshall Quarles	Project Manager	Mobile 321-507-2113
Brian Pearson	Project Superintendent	Mobile 813-245-5654
Michael Hobbs	Assistant Superintendent	Mobile 352-575-8230
Matthew O'Neill	Assistant Project Manager	Mobile 813-545-5949



Site Utilization Plan

April 2, 2020



SCHEDULE NARRATIVE

Refer to the attached Master Project Schedule dated May 08, 2020 as prepared by Ajax Building Company, LLC and included in Section VI-B of this proposal for the illustration of the below listed items. The project schedule has been updated to include progress achieved through May 08, 2020.

The project schedule included within this proposal is based on the information represented in the GMP Documents. The project schedule reflects an overall duration of six (6) months for the construction phase of the project.

The following contractual dates are incorporated into the DB Contract via this GMP Proposal.

- | | |
|--------------------------|-------------------|
| ▪ Substantial Completion | December 18, 2020 |
| ▪ Final Completion | January 21, 2020 |

The following additional Milestone Dates are anticipated within the project schedule in order to achieve the contractual dates listed above.

- | | |
|---|-------------------|
| ▪ Mobilization / Start of Construction | July 08, 2020 |
| ▪ Complete Turf at Multi-purpose Field | October 09, 2020 |
| ▪ Complete Musco Pole Install | October 14, 2020 |
| ▪ Permanent Power at Concessions Building | October 30, 2020 |
| ▪ Complete Turf at Softball Field | October 30, 2020 |
| ▪ Complete Track Surfacing | December 10, 2020 |

In order for construction activities to commence on July 08, 2020 as scheduled, the following contractual activities will need to be completed as indicated.


- | | |
|----------------------------------|---------------|
| ▪ GMP Negotiations Complete | June 17, 2020 |
| ▪ DB Contract Amendment Executed | June 23, 2020 |
| ▪ All Required Permits Issued | June 24, 2020 |
| ▪ Notice to Proceed Issued | July 07, 2020 |

Should any of the above listed dates not be met and therefore delay the commencement and/or progress of construction, the contractual substantial and final completion dates noted above will require extension on a day for day basis.

In order to expedite the project start-up activities, the Design Builder and the Owner will be required to closely coordinate and expedite submittal review/approval, respond to information requests, respond to conflicts/unforeseen conditions, etc.

The schedule is based upon the assumption that any design revisions required to address future design review comments and/or permitting review comments will be issued to the Design Builder within one (1) week of receipt of such comments with a directive to proceed. It is further assumed that such revisions (if any) will be minor in nature and will not result in a material change in the overall scope and/or direction of the project.

Ajax Building Company, LLC will continue to work closely with the Project Team throughout the Preconstruction and Construction Phases of the project to ensure that all critical dates are maintained.

<div> <div><div></div></div> Actual Work <div><div></div></div> Remaining Work <div><div></div></div> Critical Remaining Work </div> <div> <div>◆ ◆</div> Milestone <div>➡</div> Summary </div>	KEY WEST HS BACKYARD DB	<div>Start Date: 22-Oct-19</div> <div>Finish Date: 19-Jan-21</div> <div>Current Date: 08-May-20</div> <div>Data Date: 08-May-20</div>	<div>Page 2 of 7</div> <div>TASK filter: All Activities</div>	
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Activity Name	Original Duration	Start	Finish	Responsibility	D		J		F	March 2020	April 2020	May 2020	June 2020	July 2020	A	S	O	N	D	J	F	March 2021	April 2021		
					0	0	1	2	2	0	1	1	2	0	0	1	2	0	0	1	2	0	0	1	2
ELECTRICAL	99	20-May-20	07-Oct-20		07-Oct-20, ELECTRICAL																				
Receive Sports Field Lighting Submittals	10	20-May-20	03-Jun-20	26.01	Receive Sports Field Lighting Submittals																				
Ajax Review Sports Field Lighting Submittal	5	03-Jun-20	09-Jun-20	26.01	Ajax Review Sports Field Lighting Submittal																				
A/E Review & Approve Sports Field Lighting	5	10-Jun-20	16-Jun-20	26.01	A/E Review & Approve Sports Field Lighting																				
Deliver Multi-Use/Track Lights	80	17-Jun-20	07-Oct-20	26.01	Deliver Multi-Use/Track Lights																				
Deliver Softball/Practice Lights	40	17-Jun-20	11-Aug-20	26.01	Deliver Softball/Practice Lights																				
CONSTRUCTION	177	08-May-20	19-Jan-21		19-Jan-21, CONSTRUCTION																				
MOBILIZE & SITE DEMO	58	08-May-20	29-Jul-20		29-Jul-20, MOBILIZE & SITE DEMO																				
Spring 2020 Athletic Season Ends	0		08-May-20*	OWN	Spring 2020 Athletic Season Ends																				
Classes End 2020	0		29-May-20*	OWN	Classes End 2020																				
Locates for UG utilities	2	08-Jul-20	09-Jul-20	31.01	Locates for UG utilities																				
Mobilization	3	08-Jul-20	10-Jul-20	MILE	Mobilization																				
Install Erosion Controls	5	09-Jul-20	15-Jul-20	31.01	Install Erosion Controls																				
Demo Existing, Clear & Grub Site	10	16-Jul-20	29-Jul-20	31.01	Demo Existing, Clear & Grub Site																				
CONCESSIONS BUILDING	92	23-Jul-20	02-Dec-20		02-Dec-20, CONCESSIONS BUILDING																				
Install Building Pad	3	23-Jul-20	27-Jul-20	31.01	Install Building Pad																				
Survey Pile Locations	2	28-Jul-20	29-Jul-20	01.01	Survey Pile Locations																				
Install Augercast Pile Foundations	2	30-Jul-20	31-Jul-20	31.06	Install Augercast Pile Foundations																				
Set Building Corners & Offsets / As-Built Pile Locations	5	03-Aug-20	07-Aug-20	01.01	Set Building Corners & Offsets / As-Built Pile Locations																				
Set Slab Edge Forms	3	10-Aug-20	12-Aug-20	03.01	Set Slab Edge Forms																				
Sanitary Sewer UG Rough In	5	13-Aug-20	19-Aug-20	22.01	Sanitary Sewer UG Rough In																				
Electrical UG Rough In	5	18-Aug-20	24-Aug-20	26.01	Electrical UG Rough In																				
Domestic Water UG Rough In	2	20-Aug-20	21-Aug-20	22.01	Domestic Water UG Rough In																				
Install Mat Slab Foundation	5	25-Aug-20	31-Aug-20	03.01	Install Mat Slab Foundation																				
Install Masonry Walls & CIP Columns	10	01-Sep-20	15-Sep-20	03.01	Install Masonry Walls & CIP Columns																				
Install Floor Drains & Complete Pourbacks	2	01-Sep-20	02-Sep-20	22.01	Install Floor Drains & Complete Pourbacks																				
In-Wall Electrical Rough In CMU	5	01-Sep-20	08-Sep-20	26.01	In-Wall Electrical Rough In CMU																				
In-Wall Plumbing Rough In CMU	5	01-Sep-20	08-Sep-20	22.01	In-Wall Plumbing Rough In CMU																				
Form & Pour Tie-Beams	5	16-Sep-20	22-Sep-20	03.01	Form & Pour Tie-Beams																				
Strip Forms & Remove Scaffolding	2	23-Sep-20	24-Sep-20	03.01	Strip Forms & Remove Scaffolding																				
Weld Roof Joist Clips to Embeds	2	25-Sep-20	28-Sep-20	09.02	Weld Roof Joist Clips to Embeds																				
Install Lgt Ga. Roof Joists	5	29-Sep-20	05-Oct-20	09.02	Install Lgt Ga. Roof Joists																				
Install Metal Decking	3	06-Oct-20	08-Oct-20	09.02	Install Metal Decking																				
OH Rough In Electrical, Data, FA in Ceiling Framing	5	09-Oct-20	15-Oct-20	26.01	OH Rough In Electrical, Data, FA in Ceiling Framing																				
OH Rough In Domestic Water and DWV Vents	5	09-Oct-20	15-Oct-20	22.01	OH Rough In Domestic Water and DWV Vents																				
Install Wood Blocking & Plywood Sheathing	3	09-Oct-20	13-Oct-20	07.04	Install Wood Blocking & Plywood Sheathing																				
Install Waterproofing Underlayment / Dry-In Roof	2	14-Oct-20	15-Oct-20	07.04	Install Waterproofing Underlayment / Dry-In Roof																				
OH Rough In Electrical in Exterior Soffits	3	16-Oct-20	20-Oct-20	26.01	OH Rough In Electrical in Exterior Soffits																				
Install Standing Seam Roof Panels & Trim	5	16-Oct-20	22-Oct-20	07.04	Install Standing Seam Roof Panels & Trim																				
Pre-Grout & Install Door Frames	3	16-Oct-20	20-Oct-20	03.01	Pre-Grout & Install Door Frames																				
Install Temp. Door for Electrical Room	1	21-Oct-20	21-Oct-20	AJAX	Install Temp. Door for Electrical Room																				
Install Batt Iso (Interior) & Sheathing on Interior & Exterior Ceilings	5	21-Oct-20	27-Oct-20	09.02	Install Batt Iso (Interior) & Sheathing on Interior & Exterior Ceilings																				
Set & Install Electrical Panels	5	22-Oct-20	28-Oct-20	26.01	Set & Install Electrical Panels																				

[illegible]

<div> <div>Actual Work</div> <div>Remaining Work</div> <div>Critical Remaining Work</div> </div> <div> <div>◆ Milestone</div> <div>➡ Summary</div> </div>	<div>KEY WEST HS BACKYARD DB</div>	<div>Start Date: 22-Oct-19</div> <div>Finish Date: 19-Jan-21</div> <div>Current Date: 08-May-20</div> <div>Data Date: 08-May-20</div>	<div>Page 4 of 7</div> <div>TASK filter: All Activities</div>	<div>Ajax</div>
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Activity Name					Original Duration	Start	Finish	Responsibility	D		J		F		March 2020		April 2020		May 2020		June 2020		July 2020		A		S	O		N		D		J		F		March 2021		April 2021																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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Start Date: 22-Oct-19

Finish Date: 19-Jan-21

Current Date: 08-May-20

Data Date: 08-May-20

Page 5 of 7

TASK filter: All Activities



[illegible]



AIA Document A141™ – 2014 Exhibit A

Design-Build Amendment

This Amendment dated June 17, 2020 is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 13th day of September in the year 2019 (the "Agreement").
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

RFQ 2020000 – KWHS Backyard Design Build
Key West, Florida

THE OWNER:

(Name, legal status and address)

Monroe County School District
241 Trumbo Road
Key West, Florida 33040
305-293-1400 Phone

THE DESIGN-BUILDER:

(Name, legal status and address)

Ajax Building Company, LLC
109 Commerce Boulevard
Oldsmar, Florida 34677
813-792-3900 Phone

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

[] Stipulated Sum, in accordance with Section A.1.2 below

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

[] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum – NOT APPLICABLE

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

The Design-Build Fee will be calculated at 5.8% of the GMP. At acceptance of the GMP, the fee will be converted to a lump sum. For changes authorized to the GMP, the fee will be calculated at 5.8% of the Change Order value.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed eleven million, seven hundred ninety-six thousand, two hundred eighty-nine dollars and no cents (\$ 11,796,289.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

There are no shared savings and all unused funds are to be returned to the Owner.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

See GMP Proposal dated 6/16/20.

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

See GMP Proposal dated 6/16/20.

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

See GMP Proposal dated 6/16/20.

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See GMP Proposal dated 6/16/20.

Init.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Last day of the month.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 1st day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 21st day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner in accordance with the Florida Prompt Payment Act.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum – NOT APPLICABLE

(Paragraphs deleted)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee – NOT APPLICABLE

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the

Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of ten percent (10 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of zero percent (0 %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4.3.1 Retainage not specifically addressed above:

- .1 No retainage shall be withheld on payments to the A/E.
- .2 10% retainage shall be withheld on payments to subcontractors and for stored materials unless procured via DPO in which case there is no retainage.
- .3 No retainage shall be withheld on the General Conditions portion of the GMP.
- .4 At 50% completion of the progress of the construction work based on overall progress billing percentage, the retainage shall be reduced to 5% in accordance with the provisions of the Prompt Payment Act.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

Init.

§ A.2.2 The Design-BUILDER shall achieve Substantial Completion of the Work not later than () days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work
Complete Scope

Substantial Completion Date
December 18, 2020

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages are established at \$1,000 per day for each day beyond the agreed upon date of Substantial Completion.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

As delineated in GMP Proposal dated 6/16/2020, which by reference is incorporated into this amendment in its entirety as though restated herein.

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

As delineated in GMP Proposal dated 6/16/2020.

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

As delineated in GMP Proposal dated 6/16/2020.

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-BUILDER's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

As delineated in GMP Proposal dated 6/16/2020.

(Paragraphs deleted)

Init.

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

As delineated in GMP Proposal dated 6/16/2020.

.2 Contingencies

As delineated in GMP Proposal dated 6/16/2020.

§ A.3.1.6 Design-Builder's assumptions and clarifications:

As delineated in GMP Proposal dated 6/16/2020.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

As delineated in GMP Proposal dated 6/16/2020.

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

As delineated in GMP Proposal dated 6/16/2020.

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Brian Pearson

.2 Project Manager

Marshall Quarles

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

As delineated in GMP Proposal dated 6/16/2020.

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ **A.5.1.1.3** Wages and salaries of the Design-Builder's supervisory or 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.

§ **A.5.1.1.4** Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or 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 costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ **A.5.1.1.5** Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ **A.5.1.2 Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ **A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction**

§ **A.5.1.3.1** Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ **A.5.1.3.2** Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ **A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ **A.5.1.4.1** Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ **A.5.1.4.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ **A.5.1.4.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ **A.5.1.4.4** Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ **A.5.1.4.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ **A.5.1.5 Miscellaneous Costs**

§ **A.5.1.5.1** Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity

of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit

and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

MONROE COUNTY SCHOOL DISTRICT

AJAX BUILDING COMPANY, LLC

OWNER *(Signature)*

(Printed name and title)

Mindy Conn, School Board Chairwoman

Mark T. Porter, School Superintendent



DESIGN-BUILDER *(Signature)*

William P. Byrne, President

(Printed name and title)



Legislation Text

File #: 1920164, **Version:** 1

TITLE

Award RFQ 2020000 Design Build Contract to Ajax Building Corp. for the KWHS Backyard Project

BACKGROUND INFORMATION

In accordance with Florida requirements, RFQ 2020000 KWHS Backyard Design Build went out to the public on July 5, 2019 via Demand Star and the MCSD website. Over 650 vendors/suppliers were notified of the posting, there were 32 planholders and 4 RFQ submittals were received. On August 6, 2019 the Bid Review Committee met to review the sealed RFQ submittals. From that review, Ajax Building Corporation 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 August 7, 2019 and have resulted in the attached AIA A141 Design Build Contract, Pre-Construction and Design Fee proposal.

BUDGET INFORMATION

Item Budgeted? Yes

Total Cost: \$762,172.00

Budget Coding: 0382-7400-630-0101-3327

Proposal Attached? Yes

CONTRACT INFORMATION

Contract with: Ajax Building Corporation

Contract value: \$762,172.00

Budget coding: 0382-7400-630-0101-3327

Contract Purpose / Description: This Design Build contract consist of Phase 1 Preconstruction and Design Services for the KWHS Backyard Project.

Contract Originator: Douglas Pryor, 53465, Planning/Construction

Board Meeting Date: October 22, 2019

RECOMMENDATION

Approval of Award of RFQ 2020000 Design Build Contract for the KWHS Backyard Project to Ajax Building Corporation.

Board approved October 22, 2019

Robert E. Highsmith, Chairman

Mark T. Porter, Superintendent



Monroe County School District

Superintendent of
Schools
Mark T. Porter

Master

File Number: 1920164

File ID: 1920164

Type: Agenda Item

Status: Passed

Version: 1

Vendor:

Action By: School Board

File Created: 09/25/2019

Subject:

Final Action: 10/24/2019

Title: Award RFQ 2020000 Design Build Contract to Ajax Building Corp. for the KWHS Backyard Project

Internal Notes:

Sponsors:

Effective Date:

Attachments: KWHS DB Contract, RFQ 2020000 KWHS Backyard Design Build, RFQ 2020000 Ajax Response, 19.09.26 Ajax COI - KWHS BYDB, 19.09.26 HJ COI - KWHS BYDB

Enactment Number:

Recommendation:

Expiration Date:

Entered by: Douglas.Pryor@KeysSchools.com

Expiration Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	2	10/15/2019	Dirk Smits	Delegated	
1	3	10/17/2019	Gaelan Jones	Approve	10/17/2019
Notes: Legal's comments on the draft of this contract on 8/30 appear to have been incorporated into the attached version					
1	4	10/18/2019	Suanne Lee	Approve	10/21/2019
1	5	10/18/2019	Kathryn Flannery	Approve	10/22/2019
1	6	10/18/2019	Ramon Dawkins	Approve	10/22/2019
1	7	10/18/2019	James Drake	Approve	10/22/2019
1	8	10/18/2019	Patrick Lefere	Approve	10/22/2019

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	School Board	10/22/2019					
1	School Board	10/24/2019	approved				Pass
Action Text: This Agenda Item was approved.							



Monroe County School District

Superintendent of
Schools
Mark T. Porter

Master

File Number: 1920164

AIA[®] Document A141[™] – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 13th day of September in the year 2019.
(In words, indicate day, month and year.)

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

Monroe County School District
241 Trumbo Road
Key West, Florida 33040
305-293-1400 Phone

and the Design-Builder:
(Name, legal status, address and other information)

Ajax Building Company, LLC
109 Commerce Boulevard
Oldsmar, Florida 34677
813-792-3900 Phone

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

RFQ 2020000 – KWHS Backyard Design Build
Key West, Florida

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
- 6 CHANGES IN THE WORK
- 7 OWNER'S RESPONSIBILITIES
- 8 TIME
- 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 UNCOVERING AND CORRECTION OF WORK
- 12 COPYRIGHTS AND LICENSES
- 13 TERMINATION OR SUSPENSION
- 14 CLAIMS AND DISPUTE RESOLUTION
- 15 MISCELLANEOUS PROVISIONS
- 16 SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

- A DESIGN-BUILD AMENDMENT
- B INSURANCE AND BONDS
- C SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

See attached Exhibit 1.

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

See attached Exhibit 1.

§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

See attached Exhibit 1.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify the Owner's Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™-2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner's Sustainable Objective.)

See attached Exhibit 1.

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

See attached Exhibit 1.

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

Total Project Budget: \$10,000,000.00

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

See Exhibit 2 - Schedule

.2 Submission of Design-Builder Proposal:

See Exhibit 2 - Schedule

.3 Phased completion dates:

See Exhibit 2 - Schedule

.4 Substantial Completion date:

No later than December 31, 2020. Completion date will be established upon execution of the GMP Amendment (Exhibit A.)

.5 Other milestone dates:

None

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

Harvard Jolly Architects, Inc.
2714 Dr. Martin Luther King Jr. Street North
St. Petersburg, Florida 33704

.2 Consultants

MEP Engineering:	Anston Greenlees, Inc.
Civil Engineering:	Perez Engineering & Development, Inc.

.3 Contractors

The Contractor Services shall be performed by Ajax Building Company, LLC. Subcontractors will be selected at a later date.

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

Douglas Pryor
Facility Planner
Monroe County School District
1310 United Street
Key West, Florida 33040

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

As established in the Project Policy and Procedure Manual.

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§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

None at this time.

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Mike Wilson
Operations Manager
Ajax Building Corporation
109 Commerce Boulevard
Oldsmar, Florida 34677
813-792-3900 Office
813-545-2583 Cell

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party. Any substitution of key members shall be submitted to the Owner for approval which will not be unreasonably withheld. See Exhibit 3 for a list of Key Personnel.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 14.4
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other: Mediation and if no resolution, litigation.

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s),

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Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

See Exhibit 4 for the Design Builders Compensation prior to execution of the Design Build Amendment.

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit 4.
(Table deleted)

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of five point eight percent (5.8 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid twenty-one (21) days after presentation of an acceptable invoice shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

Statutory Rate

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of three years following completion of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities in affect at the time of Contract or Amendment execution as applicable. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders

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of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria.

However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

Other items as required by Exhibit 1.

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Schematic Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Schematic Design to the Owner. The Schematic Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Schematic Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Schematic Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Schematic Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3.3 The Design Builder shall prepare Design Documents and provide submittals to the Owner at Design Development and 50% Construction Documents. The Design Builders GMP Proposal will be based on 100% Construction Documents.

§ 4.3.4 At the conclusion of each design milestone, the Design Builder shall prepare a Report for the Owner to describe the status of the design, budget estimates, schedule update, and other relevant data for the Project.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

Init.

- .1 A list of the Schematic Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

§ 4.4.4 During the Construction Phase, the Design Builder shall report monthly on the status of the project. The report shall be submitted in conjunction with the Pay Application and is a prerequisite to processing payment. The content of the report shall be established in the Policy and Procedure Manual.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 As part of the Design-Build Agreement, the Design-Builder has prepared Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Criteria.

§ 5.1.2 N/A – Not Applicable

§ 5.2 Construction

§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect. The Design Builder shall provide and manage a Direct Purchase program to allow for the Owner to purchase materials and equipment without tax in accordance with Florida Department of Revenue procedures. The process will be described in the Policy and Procedure Manual.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.7.4 Subcontract packages in excess of \$50,000.00 shall require all bidders to be prequalified in accordance with the Design Builders standard procedure.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the

Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- 1 Additional costs of professional services;
- 2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- 3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- 4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- 5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- 6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 The Owner shall furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12,

and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

§ 7.10 Relationship of Parties

Design Builder accepts the relationship of trust and confidence established by this Agreement. Design Builder covenants with Owner; to utilize Design Builder'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, Design Builder 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.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.1.4 The Baseline preliminary schedule for the anticipated Design and Construction Phases is included in Exhibit 2. The schedule includes the milestones necessary to complete the project before the deadline of December 31, 2020. The design and preconstruction proposals are based on this schedule.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, but in no event more

than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received, unless the Design Builder and Owner agree otherwise. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not

included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner,

other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

§ 9.10.6 The payment process shall comply with the Florida Prompt Payment Act.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the extent permitted by Florida Statutes, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be

responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred to the extent permitted by law.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act to prevent threatened damage, injury or loss providing conditions are safe to do so. The Design Builder shall notify Owner of the emergency as soon as practical to do so.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.1.1 All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, plans, and reports prepared or provided by the Design Builder in connection with this Agreement shall become the property of the Owner, whether the project is completed or not. Such documents shall be delivered to the Owner within 21 days of receipt of the written notice of termination or upon final completion of the project. If applicable, the Owner may withhold any payments then due to the Design Builder until the documents are received by the Owner. Use of the documents shall be in accordance with the provisions of this section.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining,

altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law (F.S. 768.28 as applicable), further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work, unless such Work is necessary to correct defects or deficiencies caused by the Design-Builder, Architects, Consultants or Contractors. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract for cause if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the

Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

(Paragraphs deleted)

N/A – Not Applicable.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual listed in Section 1.2.1 sent by electronic mail, or sent by registered or certified mail or by courier service providing proof of delivery to the individual listed in Section 1.1.1.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 15.9 Conflicts

The Design Builder nor its employees shall have or hold frequently recurring employment that conflict with the scope of this agreement. The Design Builder shall not serve as an expert witness against the Owner for any legal or administrative proceeding in which they are not a party to. The Design Builder's architects, contractors, and consultants shall be held to these same requirements.

§ 15.10 Liquidated Damages

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 for each calendar day thereafter until Substantial Completion of the work or designated portion is achieved. 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.

§ 15.11 Public Records

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.

IF DESIGN BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO DESIGN BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-293-1400, SUANNE.LEE@KEYSSCHOOLS.COM, 241 TRUMBO ROAD, KEY WEST, FLORIDA 33040.

ARTICLE 16 SCOPE OF THE AGREEMENT

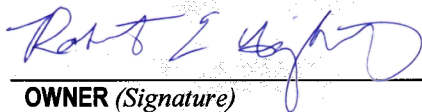
§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed
- .3 AIA Document A141™-2014, Exhibit B, Insurance and Bonds

(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.

MONROE COUNTY SCHOOL DISTRICT



OWNER (Signature)

Robert E. Highsmith, School Board Chairman
(Printed name and title)

AJAX BUILDING COMPANY, LLC



DESIGN-BUILDER (Signature)

William P. Byrne, President
(Printed name and title)



Mark T. Porter
Superintendent of Schools

Additions and Deletions Report for

AIA® Document A141™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 13th day of September in the year 2019.

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Monroe County School District
241 Trumbo Road
Key West, Florida 33040
305-293-1400 Phone

...

Ajax Building Company, LLC
109 Commerce Boulevard
Oldsmar, Florida 34677
813-792-3900 Phone

...

RFQ 2020000 – KWHS Backyard Design Build
Key West, Florida
PAGE 2

See attached Exhibit 1.

PAGE 3

See attached Exhibit 1.

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See attached Exhibit 1.

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See attached Exhibit 1.

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See attached Exhibit 1.

...

Total Project Budget: \$10,000,000.00

...

See Exhibit 2 - Schedule

...

See Exhibit 2 - Schedule

...

See Exhibit 2 - Schedule

...

No later than December 31, 2020. Completion date will be established upon execution of the GMP Amendment (Exhibit A.)

...

None

PAGE 4

Harvard Jolly Architects, Inc.
2714 Dr. Martin Luther King Jr. Street North
St. Petersburg, Florida 33704

MEP Engineering: Anston Greenlees, Inc.
Civil Engineering: Perez Engineering & Development, Inc.

...

The Contractor Services shall be performed by Ajax Building Company, LLC. Subcontractors will be selected at a later date.

...

Douglas Pryor
Facility Planner
Monroe County School District
1310 United Street
Key West, Florida 33040

...

As established in the Project Policy and Procedure Manual.

PAGE 5

None at this time.

...

Mike Wilson
Operations Manager
Ajax Building Corporation
109 Commerce Boulevard

Oldsmar, Florida 34677
813-792-3900 Office
813-545-2583 Cell

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party. Any substitution of key members shall be submitted to the Owner for approval which will not be unreasonably withheld. See Exhibit 3 for a list of Key Personnel.

...

[] ~~Other: (Specify)~~

X] Other: Mediation and if no resolution, litigation.

PAGE 6

See Exhibit 4 for the Design Builders Compensation prior to execution of the Design Build Amendment.

PAGE 7

See Exhibit 4.

Individual or Position

Rate

...

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of five point eight percent (5.8 %) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid twenty-one (21) days after ~~the invoice date presentation of an acceptable invoice~~ shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

...

% ~~Statutory Rate~~

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of ~~two~~ three years following ~~execution completion~~ of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

...

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public ~~authorities~~ authorities in affect at the time of Contract or Amendment execution as applicable. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

PAGE 11

Other items as required by Exhibit 1.

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the ~~Preliminary~~ Design as described in Section 4.3. The consent to

proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3 Schematic Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a ~~Preliminary Schematic Design~~ to the Owner. The ~~Preliminary Schematic Design~~ shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

...

The ~~Preliminary Schematic Design~~ may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the ~~Preliminary Schematic Design~~ and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The ~~Preliminary Schematic Design~~ shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3.3 The Design Builder shall prepare Design Documents and provide submittals to the Owner at Design Development and 50% Construction Documents. The Design Builders GMP Proposal will be based on 100% Construction Documents.

§ 4.3.4 At the conclusion of each design milestone, the Design Builder shall prepare a Report for the Owner to describe the status of the design, budget estimates, schedule update, and other relevant data for the Project.

PAGE 12

- .1 A list of the ~~Preliminary Schematic Design~~ documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;

...

§ 4.4.4 During the Construction Phase, the Design Builder shall report monthly on the status of the project. The report shall be submitted in conjunction with the Pay Application and is a prerequisite to processing payment. The content of the report shall be established in the Policy and Procedure Manual.

...

§ 5.1.1 ~~Upon the execution~~ As part of the Design-Build Amendment, Agreement, the Design-Builder shall ~~prepare~~ has prepared Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents. ~~Criteria.~~

§ 5.1.2 ~~The Design Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design Builder of the obligation to perform the Work in accordance with the Design-Build Documents.~~ N/A – Not Applicable

PAGE 13

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect. The Design Builder shall provide and manage a Direct Purchase program to allow for the Owner to purchase materials and equipment without tax in accordance with Florida Department of Revenue procedures. The process will be described in the Policy and Procedure Manual.

PAGE 14

§ 5.7.4 Subcontract packages in excess of \$50,000.00 shall require all bidders to be prequalified in accordance with the Design Builders standard procedure.

PAGE 18

~~§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, The Owner shall~~ furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

PAGE 19

§ 7.10 Relationship of Parties

Design Builder accepts the relationship of trust and confidence established by this Agreement. Design Builder covenants with Owner; to utilize Design Builder'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, Design Builder 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.

PAGE 20

§ 8.1.4 The Baseline preliminary schedule for the anticipated Design and Construction Phases is included in Exhibit 2. The schedule includes the milestones necessary to complete the project before the deadline of December 31, 2020. The design and preconstruction proposals are based on this schedule.

PAGE 22

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been ~~received~~, received, unless the Design Builder and Owner agree otherwise. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

PAGE 24

§ 9.10.6 The payment process shall comply with the Florida Prompt Payment Act.

PAGE 25

~~§ 10.3.3 To the fullest extent permitted by law, Florida Statutes,~~ the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

PAGE 26

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as

required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby ~~incurred~~incurred to the extent permitted by law.

...

In an emergency affecting safety of persons or property, the Design-Builder shall ~~act, at the Design-Builder's discretion, act~~ to prevent threatened damage, injury or loss loss providing conditions are safe to do so. The Design Builder shall notify Owner of the emergency as soon as practical to do so.

PAGE 27

§ 12.1.1 All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications, plans, and reports prepared or provided by the Design Builder in connection with this Agreement shall become the property of the Owner, whether the project is completed or not. Such documents shall be delivered to the Owner within 21 days of receipt of the written notice of termination or upon final completion of the project. If applicable, the Owner may withhold any payments then due to the Design Builder until the documents are received by the Owner. Use of the documents shall be in accordance with the provisions of this section.

PAGE 28

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, law (F.S. 768.28 as applicable), further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

...

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. Work, unless such Work is necessary to correct defects or deficiencies caused by the Design-Builder, Architects, Consultants or Contractors. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

...

§ 13.2.1.1 The Design-Builder may terminate the Contract for cause if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

PAGE 32

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design Builder under this Agreement. N/A – Not Applicable.

PAGE 33

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or individual listed in Section 1.2.1 sent by electronic mail, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice, to the individual listed in Section 1.1.1.

PAGE 34

§ 15.9 Conflicts

The Design Builder nor its employees shall have or hold frequently recurring employment that conflict with the scope of this agreement. The Design Builder shall not serve as an expert witness against the Owner for any legal or administrative proceeding in which they are not a party to. The Design Builder's architects, contractors, and consultants shall be held to these same requirements.

§ 15.10 Liquidated Damages

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 for each calendar day thereafter until Substantial Completion of the work or designated portion is achieved. 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.

§ 15.11 Public Records

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.

IF DESIGN BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO DESIGN BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-293-1400, SUANNE.LEE@KEYSSCHOOLS.COM, 241 TRUMBO ROAD, KEY WEST, FLORIDA 33040.

PAGE 35

- ~~.4~~ AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed
- ~~.5~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

- ~~.6~~ Other:

...

MONROE COUNTY SCHOOL DISTRICT

AJAX BUILDING COMPANY, LLC

...

William P. Byrne, President

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, William P. Byrne, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:28:18 ET on 09/13/2019 under Order No. 0865187689 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Document A141™ – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 13th day of September in the year 2019 (the "Agreement").

(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

RFQ 2020000 – KWHS Backyard Design Build
Key West, Florida

THE OWNER:

(Name, legal status and address)

Monroe County School District
241 Trumbo Road
Key West, Florida 33040
305-293-1400 Phone

THE DESIGN-BUILDER:

(Name, legal status and address)

Ajax Building Company, LLC
109 Commerce Boulevard
Oldsmar, Florida 34677
813-792-3900 Phone

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

☐ Stipulated Sum, in accordance with Section A.1.2 below

Init.

[] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[X] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum – NOT APPLICABLE

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

The Design-Build Fee will be calculated at 5.8% of the GMP. At acceptance of the GMP, the fee will be converted to a lump sum. For changes authorized to the GMP, the fee will be calculated at 5.8% of the Change Order value.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (\$), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

The proportion of the savings split will be determined at the establishment of the GMP.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

See GMP Proposal dated MM/DD/YY.

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

See GMP Proposal dated MM/DD/YY.

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

See GMP Proposal dated MM/DD/YY.

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See GMP Proposal dated MM/DD/YY.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Last day of the month.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 1st day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 21st day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner in accordance with the Florida Prompt Payment Act.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum – NOT APPLICABLE

(Paragraphs deleted)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee – NOT APPLICABLE

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the

Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of ten percent (10 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of zero percent (0 %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4.3.1 Retainage not specifically addressed above:

- .1 No retainage shall be withheld on payments to the A/E.
- .2 10% retainage shall be withheld on payments to subcontractors and for stored materials unless procured via DPO in which case there is no retainage.
- .3 No retainage shall be withheld on the General Conditions portion of the GMP.
- .4 At 50% completion of the progress of the construction work based on overall progress billing percentage, the retainage shall be reduced to 5% in accordance with the provisions of the Prompt Payment Act.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than () days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

See GMP Proposal dated MM/DD/YY.

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See GMP Proposal dated MM/DD/YY,

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

See GMP Proposal dated MM/DD/YY.

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

See GMP Proposal dated MM/DD/YY.

(Paragraphs deleted)

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

See GMP Proposal dated MM/DD/YY.

.2 Contingencies

See GMP Proposal dated MM/DD/YY.

§ A.3.1.6 Design-Builder's assumptions and clarifications:

See GMP Proposal dated MM/DD/YY.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

See GMP Proposal dated MM/DD/YY.

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

See GMP Proposal dated MM/DD/YY.

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

.2 Project Manager

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

See GMP Proposal dated MM/DD/YY.

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

See GMP Proposal dated MM/DD/YY.

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or 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.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or 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 costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity

of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit

and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

MONROE COUNTY SCHOOL DISTRICT

AJAX BUILDING COMPANY, LLC

OWNER *(Signature)*

DESIGN-BUILDER *(Signature)*

(Printed name and title)

William P. Byrne, President
(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A141™ – 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:27:48 ET on 09/13/2019.

PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the 13th day of September in the year ~~(the "Agreement")~~ 2019 (the "Agreement").

...

RFQ 2020000 – KWHS Backyard Design Build
Key West, Florida

...

Monroe County School District
241 Trumbo Road
Key West, Florida 33040
305-293-1400 Phone

...

(Name, legal status and address)

Ajax Building Company, LLC
109 Commerce Boulevard
Oldsmar, Florida 34677
813-792-3900 Phone

PAGE 2

☒ Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

...

§ A.1.2 Stipulated Sum – NOT APPLICABLE

~~§ A.1.2.1 The Stipulated Sum shall be (\$), subject to authorized adjustments as provided in the Design-Build Documents.~~

~~§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)~~

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

...

The Design-Build Fee will be calculated at 5.8% of the GMP. At acceptance of the GMP, the fee will be converted to a lump sum. For changes authorized to the GMP, the fee will be calculated at 5.8% of the Change Order value.

...

The proportion of the savings split will be determined at the establishment of the GMP.

...

See GMP Proposal dated MM/DD/YY.

...

See GMP Proposal dated MM/DD/YY.

...

See GMP Proposal dated MM/DD/YY.

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

...

See GMP Proposal dated MM/DD/YY.

PAGE 3

Last day of the month.

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 1st day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the 21st day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than () days after the Owner receives the Application for Payment in accordance with the Florida Prompt Payment Act.

...

§ A.1.5.2 Progress Payments—Stipulated Sum – NOT APPLICABLE

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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User Notes:

(892363350)

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~1~~ Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of — percent (—%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- ~~2~~ Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (—%);
- ~~3~~ Subtract the aggregate of previous payments made by the Owner; and
- ~~4~~ Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- ~~1~~ Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- ~~2~~ Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee – NOT APPLICABLE

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- ~~1~~ Take the Cost of the Work as described in Article A.5 of this Amendment;
- ~~2~~ Add the Design-Builder's Fee, less retainage of — percent (—%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- ~~3~~ Subtract retainage of — percent (—%) from that portion of the Work that the Design-Builder self-performs;
- ~~4~~ Subtract the aggregate of previous payments made by the Owner;
- ~~5~~ Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~6~~ Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

~~§ A.1.5.3.3 The Owner and Design Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design Builder shall execute agreements in accordance with those terms.~~

PAGE 4

- .3 Add the Design-Builder's Fee, less retainage of ten percent (10 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of zero percent (0 %) from that portion of the Work that the Design-Builder self-performs;

...

§ A.1.5.4.3.1 Retainage not specifically addressed above:

- .1 No retainage shall be withheld on payments to the A/E.
- .2 10% retainage shall be withheld on payments to subcontractors and for stored materials unless procured via DPO in which case there is no retainage.
- .3 No retainage shall be withheld on the General Conditions portion of the GMP.
- .4 At 50% completion of the progress of the construction work based on overall progress billing percentage, the retainage shall be reduced to 5% in accordance with the provisions of the Prompt Payment Act.

PAGE 5

See GMP Proposal dated MM/DD/YY.

Document	Title	Date	Pages
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...

See GMP Proposal dated MM/DD/YY.

Section	Title	Date	Pages
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...

See GMP Proposal dated MM/DD/YY.

Number	Title	Date
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...

See GMP Proposal dated MM/DD/YY.

Title	Date	Pages
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Other identifying information:

PAGE 6

See GMP Proposal dated MM/DD/YY.

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See GMP Proposal dated MM/DD/YY.

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See GMP Proposal dated MM/DD/YY.

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See GMP Proposal dated MM/DD/YY.

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See GMP Proposal dated MM/DD/YY.

...

See GMP Proposal dated MM/DD/YY.

PAGE 7

See GMP Proposal dated MM/DD/YY.

<u>Person Included</u>	<u>Status (full-time/part-time)</u>	<u>Rate (\$0.00)</u>	<u>Rate (unit of time)</u>
------------------------	-------------------------------------	----------------------	----------------------------

PAGE 10

MONROE COUNTY SCHOOL DISTRICT

AJAX BUILDING COMPANY, LLC

...

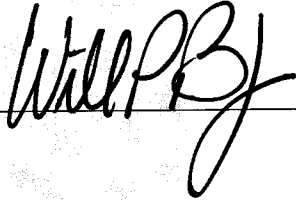
William P. Byrne, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, William P. Byrne, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:27:48 ET on 09/13/2019 under Order No. 0865187689 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)



(Title)

PRESIDENT

(Dated)

9.23.19

AIA Document A141™ – 2014 Exhibit B

Insurance and Bonds

for the following PROJECT:

(Name and location or address)

RFQ 2020000 – KWHS Backyard Design Build
Key West, Florida

THE OWNER:

(Name, legal status and address)

Monroe County School District
241 Trumbo Road
Key West, Florida 33040
305-293-1400 Phone

THE DESIGN-BUILDER:

(Name, legal status and address)

Ajax Building Company, LLC
109 Commerce Boulevard
Oldsmar, Florida 34677
813-792-3900 Phone

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 13th day of September in the year 2019.

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 DESIGN BUILDER'S INSURANCE AND BONDS**
- B.3 OWNER'S INSURANCE**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2 DESIGN BUILDER'S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

Init.

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.2.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and five million dollars (\$ 5,000,000.00) in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits as provided below:

One million dollars (\$1,000,000.00)

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than three million dollars (\$ 3,000,000.00) per claim and four million dollars (\$ 4,000,000.00) in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than one million dollars (\$ 1,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 Additional Insured Obligations. The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be

submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
100% Performance and Payment Bond	Value of the GMP

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ B.3.2.1.1 The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ B.3.2.1.2 If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ B.3.2.1.3 The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ B.3.2.1.4 Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps

to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ B.3.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ B.3.2.3 If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

§ B.3.2.4 Loss of Use Insurance. At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ B.3.2.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ B.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ B.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

| None

Additions and Deletions Report for

AIA® Document A141™ – 2014 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:12:34 ET on 09/13/2019.

PAGE 1

RFQ 2020000 – KWHS Backyard Design Build
Key West, Florida

...

Monroe County School District
241 Trumbo Road
Key West, Florida 33040
305-293-1400 Phone

...

Ajax Building Company, LLC
109 Commerce Boulevard
Oldsmar, Florida 34677
813-792-3900 Phone

...

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the 13th day of September in the year 2019.

PAGE 2

§ B.2.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and (~~\$~~) five million dollars (\$ 5,000,000.00) in the aggregate providing coverage for claims including

...

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

...

One million dollars (\$1,000,000.00)

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than three million dollars (\$ 3,000,000.00) per claim and four million dollars (\$ 4,000,000.00) in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than one million dollars (\$ 1,000,000.00) per claim and one million dollars (\$ 1,000,000.00) in the aggregate.

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than one million dollars (\$ 1,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

PAGE 3

100% Performance and Payment Bond

Value of the GMP

PAGE 5

None

KWHS BACKYARD DESIGN BUILD

Exhibit 1 (One)

Owner's Criteria

Contract between Ajax Building Company, LLC and Monroe County School District for RFQ 2020000- KWHS Backyard Design Build

PROJECT OVERVIEW

The Monroe County School District (District) intends to replace all athletic fields at Key West High School. Referencing RFQ 2020000 KWHS Backyard Design Build, the final scope, field accommodations, and parking areas will be determined by the programming and cost estimating processes.

DESIGN SCOPE OF SERVICES

The Design Builder will be responsible for the complete architectural design, structural engineering, electrical engineering, civil engineering, cost estimating, design/development drawings, landscaping and site development design, specifications, construction observation, shop drawing review, renderings, programming, and other services required for the completion of this project.

The following tasks will be required:

Task 1 – Pre-design Services: The Design Build Team will perform pre-design services listed in Paragraph "A" below. Architect/Engineer shall develop site layout drawings for three concepts. If materially different, a rough order of magnitude cost estimates and schedules for each concept shall be provided. Any differences in operational/security assessment of the concepts shall be identified. After the District selects the preferred concept and approves the conceptual site drawings, the Architect/Engineer will finalize the programming of that concept and the Design Builder shall prepare a preliminary design report containing the results of all the work performed in this task. Deliverables of this task are:

- a. Operational/Security assessment report (draft and final), including conceptual site layout drawings and order of magnitude cost estimates.
- b. Preliminary design report for selected concept, including order of magnitude cost estimate; programming plans, indication of how the new athletic facilities will be used; estimated schedule of design, bidding, and construction.
- c. Geotechnical investigation and environmental site assessment reports are to be provided by the Owner and are not included within the scope of services.

Task 2 – Design Services: After completion of Task 1 and upon authorization by the District, the Architect/Engineer will prepare and submit Schematic Design (SD) drawings, Design Development Drawings (DD), and Construction Documents (CD) according to the list of services identified in "B" below. Such drawings shall include the necessary work for the complete construction and functionality of the approved concept design.

The District shall review and provide timely approval of the submittal for each design phase before the Design Builder shall proceed to the next phase.

- a. This task includes all necessary coordination with utility companies, regulatory agencies, Building Code Services, and other entities as required for the complete development of the Project.
- b. This task includes design of the athletic facilities to be in compliance with and meet all Florida High School Athletic Association (FHSA) dimensions and regulations, Florida Building Codes, State Requirements for Education Facilities (SREF). The track is to be designed for eight lane International Association of Athletic Federation (IAAF) certification for competition.
- c. Each plan submittal shall be accompanied by an updated project cost estimate (including costs for design, permitting, construction administration, and construction). Also, a P6 schedule for the entire project shall be created after concept selection and updated through the duration of the contract.

- d. A plan review meeting will be held with the Design Build Team, the District, and any other relevant parties for each plan submittal. The Architect/Engineer shall submit a written disposition of all prior review comments with each subsequent plan submittal.
- e. All drawing submittals shall be submitted, at minimum, as .dwg (drawing) files and PDF files compatible with AutoCAD 2014 (or latest).
- f. All design will be based on the current District Standards unless agreed to otherwise, and all applicable standards and codes, including Florida A.D.A requirements.
- g. This project will be designed with sustainable practices but not registered or certified through any program. The District's goal is to demonstrate cost-effective sustainable practices where possible.

Task 3 – Stakeholder Meetings and Ceremonies: The Architect/Engineer shall attend, prepare agendas and necessary materials for, and prepare minutes of monthly Stakeholder Coordination Meetings throughout the design phase of the project. The Design Builder shall assume that responsibility upon acceptance of the GMP Proposal.

Specific services included in each phase of work are anticipated to include:

- A. Pre-Design Phase:
 - Establish Client Review/Input Process
 - Manage Monthly Stakeholder Coordination Meetings
 - Recommend Appropriate Security Standards to Use for Design
 - Identify Site Related Limitations, Requirements, and Opportunities
 - Determine Existing Easements and Construction Easements
 - Prepare Preliminary Conceptual/Schematic Sketches
 - Prepare Rough Order of Magnitude Cost Estimating and Overall Project Schedule Development
 - Identify Zoning Requirements
 - Prepare meeting agendas and meeting minutes for all pre-design phase meetings
- B. Design Phase:
 - Comply with the District's Design Standards
 - Coordinate Project Design Meetings, including creation and distribution of meeting minutes
 - Prepare Erosion and Sediment Control Plans
 - Prepare Schematic Design, Design Development, and Construction Drawings
 - Provide Value Engineering Services
 - Prepare Preliminary Construction Estimates with each Design Plan Submittal, and Final Cost Estimate
 - Develop and Maintain a P6 schedule
 - Participate in District and Community Meetings with Minutes, as needed
 - Prepare and Submit Permit Documents to the District's Authority Having Jurisdiction
 - Perform all electrical, site, utilities, civil, landscape and architectural design
 - Generate all specifications and drawings for bidding purposes
 - Identify site logistics including delivery and staging areas
 - Ensure proper Building Code and Zoning Compliance
 - Obtain approvals from private utility companies
 - Coordinate plans examination and approval
 - Prepare meeting agendas and meeting minutes for all design phase meetings
 - Prepare monthly project progress reports throughout design and construction
- C. Renderings: All renderings and concept drawings shall be in color and shall be generated in a current version of AutoCad or other format/software utilized by the Architect/Engineer. Maximum of three (3) renderings are assumed to communicate this project to all stakeholders. Should additional renderings or virtual reality or videos be required, The Design Builder will submit appropriate Additional Services Request to complete such. The cost for three (3) renderings shall be included in The Design Build Team lump sum fee. The Architect/Engineer shall make the digital file available to the District.
- D. Utilities: All the utilities – electric, telephone, data lines, water, sewer, gas and cable lines – will be the responsibility of the Architect/Engineer to make appropriate changes, additions, secure permission(s), etc., as it relates to the project.

- E. Landscaping: Landscaping design for this facility is a part of this contract.
- F. Zoning: It is the Architect/Engineer's responsibility to work with the District and attend all meetings concerning any and all zoning issues. The District will be responsible for confirming that the current zoning meets the requirements for this building program.
- G. Hazardous Abatement: If hazardous materials are found in the site area, it shall be the District's responsibility to have it removed by an outside vendor or by change order to the Design Builder. It shall be the responsibility of the Design Builder to report such conditions, when known, to the District.
- H. Permits: The Design/Build Team will apply for and pay for the permit review process.
- I. Soils & Topography: A geotechnical investigation and report shall be provided by the District for use by the Architect/Engineer.
- J. Building Information Modeling (BIM): BIM will not be used.

EXHIBIT 2

to Contract between Ajax Building Company, LLC and the Monroe County School District for RFQ 2020000 - KWHS Backyard Design Build

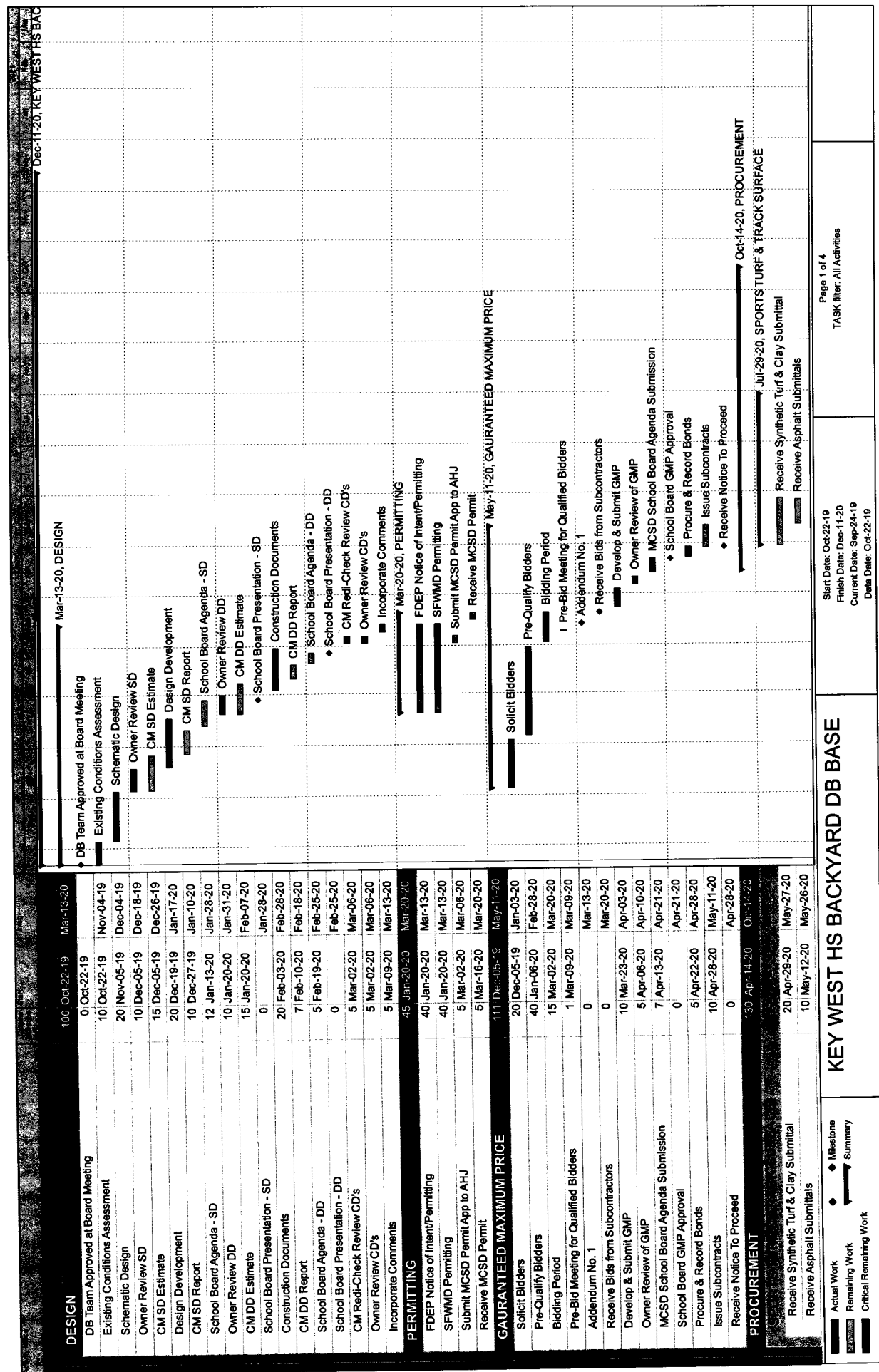
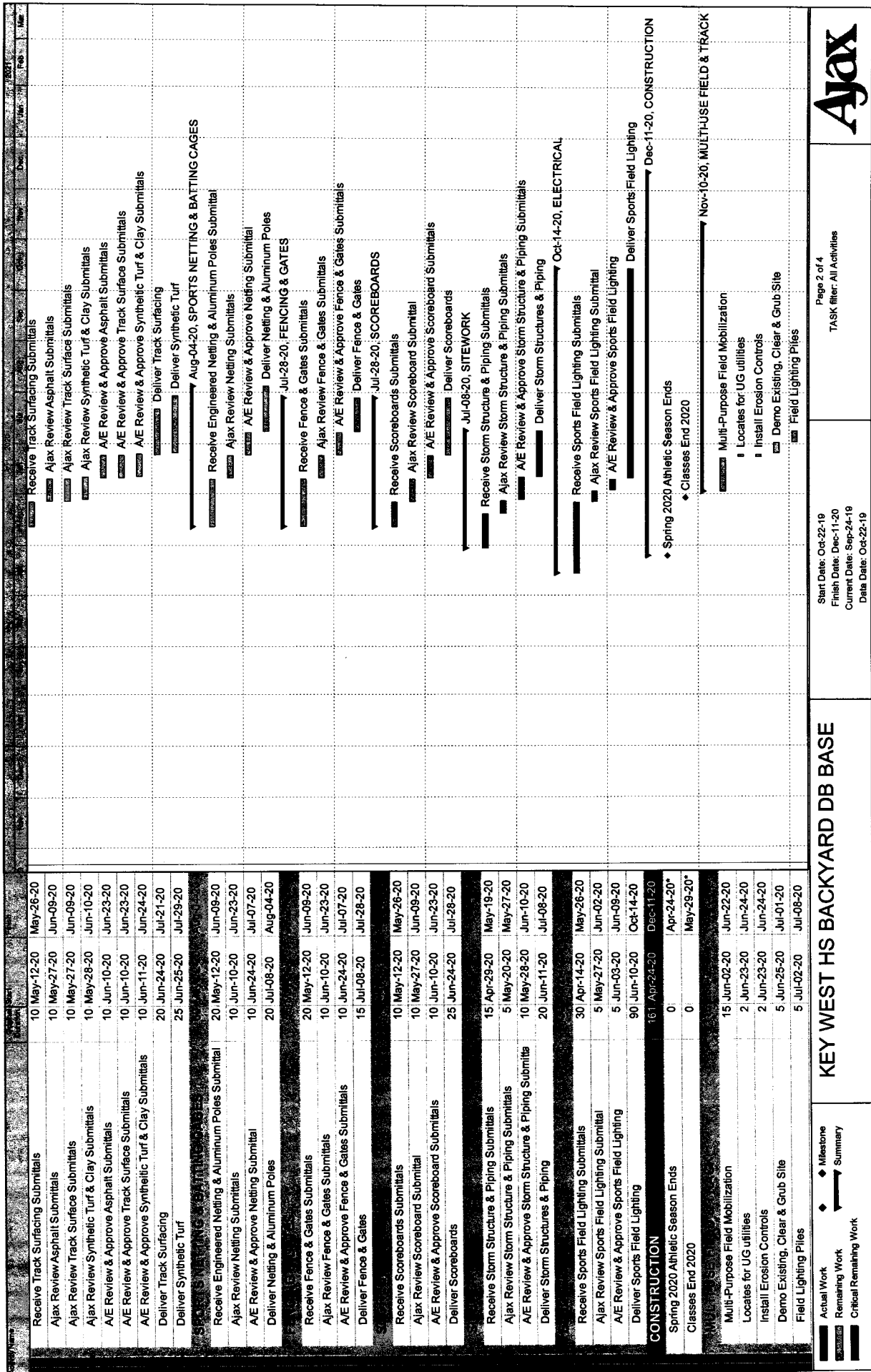


EXHIBIT 2

to Contract between Ajax Building Company, LLC and the Monroe County School District for RFQ 2020000 - KWHS Backyard Design Build



to Contract between Ajax Building Company, LLC and the Monroe County School District for RFQ 2020000 - KWS Backyard Design Build

Activity Name	Start Date	Finish Date	Status
Install Field Storm Structures & Piping	15 Jul-09-20	Jul-29-20	
Install Subbase at Field / Track	10 Jul-09-20	Jul-22-20	
Power Field Lighting	7 Jul-09-20	Jul-17-20	
Install Field Light Bases	10 Jul-20-20	Jul-31-20	
Install Track Inside Edge Curbing	3 Jul-29-20	Jul-31-20	
Install Bleacher Pad	5 Aug-03-20	Aug-07-20	
Survey Field & Track	1 Aug-03-20	Aug-03-20	
Install Football Scoreboard Piles	1 Aug-03-20	Aug-03-20	
Install Synthetic Field & Track Events	25 Aug-03-20	Sep-04-20	
Install Discus Cage Netting Sleeves	1 Aug-04-20	Aug-04-20	
Install Goal Posts Sleeves	1 Aug-04-20	Aug-04-20	
Set Steel Posts and Pour Scoreboard Foundation	5 Aug-04-20	Aug-10-20	
Power Football Scoreboard	5 Aug-11-20	Aug-17-20	
Install New Football Scoreboard	5 Aug-18-20	Aug-24-20	
Install Track Outside Edge Curb	5 Sep-08-20	Sep-14-20	
Install Field Perimeter Fence & Gates Posts	5 Sep-15-20	Sep-21-20	
Install Track Asphalt Base	5 Sep-15-20	Sep-21-20	
Install Track Asphalt	2 Sep-22-20	Sep-23-20	
Install Fencing Mesh and Set Remaining Gates	5 Sep-24-20	Sep-30-20	
Asphalt Surface Cure Period	20 Sep-24-20	Oct-21-20	
Install Field Lighting	5 Oct-15-20	Oct-21-20	
Install Track Surface & Striping	10 Oct-22-20	Nov-04-20	
Install Sidewalks & Hardscapes	5 Oct-22-20	Oct-28-20	
Install Pole Vault Runway Surfacing	1 Oct-22-20	Oct-22-20	
Install High Jump Surfacing	1 Oct-22-20	Oct-22-20	
Install Long/Triple Jump Runway Surfacing	1 Oct-22-20	Oct-22-20	
Install Bahia Sod at All Disturbed Areas	3 Oct-28-20	Oct-30-20	
A/E Field Deficiency List	4 Nov-05-20	Nov-10-20	
Multi-Purpose Field Completion	0	Nov-10-20	
Softball & Practice Field Mobilization	5 Jun-23-20	Jun-29-20	
Install Erosion Controls	2 Jun-30-20	Jul-01-20	
Locate UG Utilities	2 Jun-30-20	Jul-01-20	
Demo Existing, Clear & Grub Softball Field	5 Jul-02-20	Jul-08-20	
Softball Scoreboard Piles	3 Jul-09-20	Jul-13-20	
Softball Scoreboard Foundations & Posts	5 Jul-14-20	Jul-20-20	
Softball Scoreboard Support Columns	3 Jul-21-20	Jul-23-20	
Softball Scoreboards	5 Jul-29-20	Aug-04-20	
Install Storm Structures & Piping	15 Aug-03-20	Aug-21-20	
Form & Pour Softball Dugout Slabs	5 Aug-24-20	Aug-28-20	
Power Field Lighting	10 Aug-24-20	Sep-04-20	
Install Material Bin Enclosure & Slab	5 Aug-24-20	Aug-28-20	
Grade Softball Field Subbase	5 Aug-31-20	Sep-04-20	

KEY WEST HS BACKYARD DB BASE

Actual Work
Remaining Work
Critical Remaining Work

Milestone Summary

Start Date: Oct-22-19
Finish Date: Dec-11-20
Current Date: Sep-24-19
Data Date: Oct-22-19

Page 3 of 4
TASK Iter: All Activities

EXHIBIT 2

to Contract between Ajax Building Company, LLC and the Monroe County School District for RFQ 2020000 - KWHS Backyard Design Build

Activity	Start Date	Finish Date	Duration	Progress	Notes
Install Dugouts Tube Steel Structure	5 Aug-31-20	Sep-04-20	5		
Install Softball Bleacher Pad	5 Aug-31-20	Sep-04-20	5		
Install Softball Irrigation	5 Sep-08-20	Sep-14-20	5		
Install Dugout Roofs	5 Sep-08-20	Sep-14-20	5		
Survey Home Plate, Bases, Foul Poles	1 Sep-08-20	Sep-08-20	1		
Install Field Light Bases	10 Sep-08-20	Sep-21-20	10		
Install Softball Backstop Posts	5 Sep-08-20	Sep-14-20	5		
Install Batting Cage Posts	5 Sep-15-20	Sep-17-20	3		
Install Softball Clay	10 Sep-15-20	Sep-28-20	10		
Install Softball Fencing & Gate Posts	20 Sep-22-20	Oct-19-20	20		
Install Softball and Practice Field Synthetic Turf	3 Oct-20-20	Oct-21-20	3		
Install Subbase for Asphalt at Parking Area	2 Oct-20-20	Oct-21-20	2		
Install Softball Bleachers	2 Oct-20-20	Oct-21-20	2		
Install Dugout Benches & Bat Racks	2 Oct-20-20	Oct-21-20	2		
Install Foul Poles	5 Oct-20-20	Oct-26-20	5		
Install Sports Netting	5 Oct-20-20	Oct-26-20	5		
Install Fencing Mesh and Set Remaining Gates	3 Oct-22-20	Oct-26-20	3		
Install Field Light Poles	2 Oct-23-20	Oct-26-20	2		
Install Parking Area Curbing	5 Oct-27-20	Nov-02-20	5		
Install Sidewalks & Hardscapes	2 Nov-03-20	Nov-04-20	2		
Asphalt at New Parking Area	1 Nov-05-20	Nov-05-20	1		
Striping & Signage at Parking Area	2 Nov-05-20	Nov-06-20	2		
Install Bahia Sod at All Disturbed Areas	1 Nov-09-20	Nov-09-20	1		
A/E Deficiency List	1 Nov-10-20	Nov-10-20	1		
Softball & Practice Field Completion	1 Nov-10-20	Nov-10-20	1		
Final A/HJ Inspection	1 Nov-10-20	Nov-10-20	1		
Substantial Completion	1 Nov-11-20	Nov-11-20	1		
Closeout	20 Nov-12-20	Dec-11-20	20		
Complete A/E Punchlist	10 Nov-12-20	Nov-25-20	10		
As-Built Survey	5 Nov-12-20	Nov-18-20	5		
Final Completion	0	Dec-11-20	0		



Page 4 of 4
TASK filter: All Activities

Start Date: Oct-22-19
Finish Date: Dec-11-20
Current Date: Sep-24-19
Data Date: Oct-22-19

KEY WEST HS BACKYARD DB BASE

Actual Work
Remaining Work
Critical Remaining Work



EXHIBIT 3
KWHS Backyard Design Build
Phase 1 Key Personnel

Firm	Description	Name	Email	Phone	Hourly Rate (w/Burden)
AJAX	Principle	Bill Byrne	bill@ajaxbuilding.com	813-792-3900	\$216.11
AJAX	Operations Manager	Michael Wilson	mwilson@ajaxbuilding.com	813-792-3908	\$116.68
AJAX	Project Manager	Dan Dreier	ddreier@ajaxbuilding.com	941-413-1340	\$94.78
AJAX	Project Superintendent	Mike Case	mcase@ajaxbuilding.com	813-545-8124	\$86.16
AJAX	Chief Estimator	Jeff Stephensen	jstephenson@ajaxbuilding.com	813-792-3915	\$87.14
AJAX	Estimator	Kristie Sharpe	ksharpe@ajaxbuilding.com	813-792-3926	\$76.68
AJAX	BIM Coordinator	Sean Akvan	sakvan@ajaxbuilding.com	850-580-6908	\$73.20
HJ	Principal	Stephen Johnson	s.johnson@harvardjolly.com	727-896-4611	\$195.00
HJ	Project Manager	Richard Henzel	r.henzel@harvardjolly.com	727-896-4611	\$170.00
HJ	Project Architect	Arif Abdulla	a.abdulla@harvardjolly.com	727-896-4611	\$145.00
HJ	QA/QC	Robert Cusick	r.cusick@harvardjolly.com	727-896-4611	\$120.00
HJ	Landscape Architect	Jim Clees	j.clees@harvardjolly.com	727-896-4611	\$120.00
PE	Civil Engineer	Allen Perez	aperez@Perezeng.com	305-293-9440	\$195.00
PE	Structural Engineer	Justin Duncan	jduncan@Pennonni.com	850-536-8140	\$180.00
PE	MEP/FP/IT Engineer	Robert Anston	anston@agi-engineers.com	813-963-1919	\$185.00

EXHIBIT 4
KWHS BACKYARD DESIGN BUILD
Phase 1 Fee Proposal Summary

I. Programming / Conceptual Design Phase

Design	\$31,448
Preconstruction	\$6,012

II. Schematic Design Phase

Design	\$31,448
Preconstruction	\$16,814

III. Design Development Phase

Design	\$125,793
Preconstruction	\$19,530

IV. 50% Documents Phase

Design	\$125,793
Preconstruction	\$20,176

V. Construction Document Phase (GMP)

Design	\$157,241
Preconstruction	\$33,975

VI. Construction Administration (5 Months)

5 Month Construction Phase (billed monthly)	\$157,241
Record Drawings	\$5,500

SUBTOTAL DESIGN FEE	\$634,463
Design-Builder Fee @ 5.8%	\$31,202
SUBTOTAL	\$665,665
PRECONSTRUCTION FEE	\$96,507
TOTAL	\$762,172

Design-Build Budget:	\$10,000,000
Design Fee & Design Phase Fee % of Design-Build =	7.62%

KWHS BACKYARD DESIGN BUILD
 Ajax Building Company, LLC - Design Phase Fee Proposal

I. Programming / Conceptual Design Phase

Project Personnel

Description	Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total
Project Executive	2	1	2	Man Hours	\$149.04	\$298
Operations Manager	2	8	16	Man Hours	\$80.47	\$1,288
Project Manager	2	0	0	Man Hours	\$65.37	\$0
Project Superintendent	2	0	0	Man Hours	\$59.42	\$0
Project Administrator	2	2	4	Man Hours	\$28.00	\$112
Chief Estimator	1	16	16	Man Hours	\$60.10	\$962
Estimator	1	0	0	Man Hours	\$52.88	\$0
BIM Coordinator	0	0	0	Man Hours	\$50.48	\$0
Subtotal - Project Personnel						\$2,659
Labor Burden @ 45%						\$1,197
TOTAL - PROJECT PERSONNEL						\$3,856

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	0	Each	\$150.00	\$0
Mileage	800	Miles	\$0.445	\$356
Air Travel	1	Each	\$400.00	\$400
Hotel	1	Each	\$300.00	\$300
Rental Car	1	Each	\$125.00	\$125
Deliverable Reports	1	Each	\$100.00	\$100
Construction Document Reproductions*	0	Sets	\$125.00	\$0
Data Processing	1	Each	\$150.00	\$150
Postage	1	Each	\$150.00	\$150
Project Photographs	0	Each	\$75.00	\$0
Communications	1	Each	\$150.00	\$150
Office Supplies	1	Each	\$150.00	\$150
TOTAL - MATERIALS & EQUIPMENT				\$2,156
TOTAL PROGRAMMING / CONCEPTUAL PHASE				\$6,012

KWHS BACKYARD DESIGN BUILD
 Ajax Building Company, LLC - Design Phase Fee Proposal

II. Schematic Design Phase

Project Personnel

Description	Weeks	Hours/Week	Man Hours	Unit	Unit Cost	Total
Project Executive	6	1	6	Man Hours	\$149.04	\$894
Operations Manager	6	8	48	Man Hours	\$80.47	\$3,863
Project Manager	6	2	12	Man Hours	\$65.37	\$784
Project Superintendent	6	2	12	Man Hours	\$59.42	\$713
Project Administrator	6	2	12	Man Hours	\$28.00	\$336
Chief Estimator	3	8	24	Man Hours	\$60.10	\$1,442
Estimator	3	12	36	Man Hours	\$52.88	\$1,904
BIM Coordinator	2	0	0	Man Hours	\$50.48	\$0
Subtotal - Project Personnel						\$9,936
Labor Burden @ 45%						\$4,471
TOTAL - PROJECT PERSONNEL						\$14,408

Materials and Equipment

Description	Quantity	Unit	Unit Cost	Total
Policy & Procedure Manual Updates and Revisions	0	Each	\$125.00	\$0
Schedule Updates	1	Each	\$150.00	\$150
Mileage	800	Miles	\$0.445	\$356
Air Travel	1	Each	\$400.00	\$400
Hotel	1	Each	\$300.00	\$300
Rental Car	1	Each	\$125.00	\$125
Deliverable Reports	1	Each	\$100.00	\$100
Construction Document Reproductions*	3	Sets	\$125.00	\$375
Data Processing	1	Each	\$150.00	\$150
Postage	1	Each	\$150.00	\$150
Project Photographs	0	Each	\$75.00	\$0
Communications	1	Each	\$150.00	\$150
Office Supplies	1	Each	\$150.00	\$150
TOTAL - MATERIALS & EQUIPMENT				\$2,406
TOTAL SCHEMATIC PHASE				\$16,814

KWHS BACKYARD DESIGN BUILD
 Ajax Building Company, LLC - Design Phase Fee Proposal

III. Design Development Phase

Project Personnel

Description	Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total
Project Executive	6	1	6	Man Hours	\$149.04	\$894
Operations Manager	6	8	48	Man Hours	\$80.47	\$3,863
Project Manager	6	2	12	Man Hours	\$65.37	\$784
Project Superintendent	6	2	12	Man Hours	\$59.42	\$713
Project Administrator	6	2	12	Man Hours	\$28.00	\$336
Chief Estimator	3	8	24	Man Hours	\$60.10	\$1,442
Estimator	3	16	48	Man Hours	\$52.88	\$2,538
BIM Coordinator	1	16	16	Man Hours	\$50.48	\$808
Subtotal - Project Personnel						\$11,379
Labor Burden @ 45%						\$5,120
TOTAL - PROJECT PERSONNEL						\$16,499

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	800	Miles	\$0.445	\$356
Air Travel	1	Each	\$400.00	\$400
Hotel	1	Each	\$300.00	\$300
Rental Car	1	Each	\$125.00	\$125
Deliverable Reports	1	Each	\$200.00	\$200
Construction Document Reproductions*	3	Sets	\$250.00	\$750
Data Processing	1	Each	\$150.00	\$150
Postage	1	Each	\$150.00	\$150
Project Photographs	0	Each	\$75.00	\$0
Communications	1	Each	\$150.00	\$150
Office Supplies	1	Each	\$150.00	\$150
TOTAL - MATERIALS & EQUIPMENT				\$3,031
TOTAL DESIGN DEVELOPMENT PHASE				\$19,530

KWHS BACKYARD DESIGN BUILD
 Ajax Building Company, LLC - Design Phase Fee Proposal

IV. 50% Documents Phase

Project Personnel

Description	Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total
Project Executive	6	1	6	Man Hours	\$149.04	\$894
Operations Manager	6	8	48	Man Hours	\$80.47	\$3,863
Project Manager	6	4	24	Man Hours	\$65.37	\$1,569
Project Superintendent	6	1	6	Man Hours	\$59.42	\$357
Project Administrator	6	2	12	Man Hours	\$28.00	\$336
Chief Estimator	3	4	12	Man Hours	\$60.10	\$721
Estimator	3	16	48	Man Hours	\$52.88	\$2,538
BIM Coordinator	1	32	32	Man Hours	\$50.48	\$1,615
Subtotal - Project Personnel						\$11,893
Labor Burden @ 45%						\$5,352
TOTAL - PROJECT PERSONNEL						\$17,245

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	800	Miles	\$0.445	\$356
Air Travel	1	Each	\$400.00	\$400
Hotel	1	Each	\$300.00	\$300
Rental Car	1	Each	\$125.00	\$125
Deliverable Reports	1	Each	\$100.00	\$100
Construction Document Reproductions*	3	Sets	\$250.00	\$750
Data Processing	1	Each	\$150.00	\$150
Postage	1	Each	\$150.00	\$150
Project Photographs	0	Each	\$75.00	\$0
Communications	1	Each	\$150.00	\$150
Office Supplies	1	Each	\$150.00	\$150
TOTAL - MATERIALS & EQUIPMENT				\$2,931
TOTAL 50% DOCUMENTS PHASE				\$20,176

KWHS BACKYARD DESIGN BUILD
 Ajax Building Company, LLC - Design Phase Fee Proposal

V. Construction Document Phase (GMP)

Project Personnel

Description	Weeks	Hours/Week	Total Quantity	Unit	Unit Cost	Total
Project Executive	8	1	8	Man Hours	\$149.04	\$1,192
Operations Manager	8	8	64	Man Hours	\$80.47	\$5,150
Project Manager	8	20	160	Man Hours	\$65.37	\$10,458
Project Superintendent	8	2	16	Man Hours	\$59.42	\$951
Project Administrator	8	2	16	Man Hours	\$28.00	\$448
Chief Estimator	2	2	4	Man Hours	\$60.10	\$240
Estimator	2	4	8	Man Hours	\$52.88	\$423
BIM Coordinator	2	16	32	Man Hours	\$50.48	\$1,615
Subtotal - Project Personnel						\$20,478
Labor Burden @ 45%						\$9,215
TOTAL - PROJECT PERSONNEL						\$29,694

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	1	Each	\$150.00	\$150
Mileage	800	Miles	\$0.445	\$356
Air Travel	2	Each	\$400.00	\$800
Hotel	2	Each	\$300.00	\$600
Rental Car	2	Each	\$125.00	\$250
Deliverable Reports	1	Each	\$100.00	\$100
Construction Document Reproductions*	3	Sets	\$250.00	\$750
Data Processing	2	Each	\$150.00	\$300
Postage	2	Each	\$150.00	\$300
Project Photographs	1	Each	\$75.00	\$75
Communications	2	Each	\$150.00	\$300
Office Supplies	2	Each	\$150.00	\$300
TOTAL - MATERIALS & EQUIPMENT				\$4,281

TOTAL CONSTRUCTION DOCUMENTS PHASE \$33,975

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

KWHS BACKYARD DESIGN BUILD

Ajax Building Company, LLC - Design Phase Fee Proposal

SUMMARY	
Programming / Conceptual Phase	\$6,012
Schematic Phase	\$16,814
Design Development Phase	\$19,530
50% Documents Phase	\$20,176
Construction Documents Phase	\$33,975
TOTAL DESIGN PHASE FEE	\$96,506

Total Design-Build Budget = \$10,000,000
Design Phase Fee % of Design-Build = 0.97%

Monroe County School District

REQUEST FOR QUALIFICATIONS

RFQ 2020000

KWHS Backyard Design Build



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

Mark T. Porter

Superintendent of Schools

Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.

Be sure to include the name of the company submitting the proposal where requested.

Cut along the outer border and affix this label to your sealed envelope to identify it as a “Sealed Proposal”.

SEALED PROPOSAL • DO NOT OPEN

SOLICITATION NO.: **RFQ 2020000**

SOLICITATION TITLE: **KWHS Backyard Design Build**

SUBMISSION DUE: **August 6, 2019 at 10:00 AM**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO:

MONROE COUNTY SCHOOL DISTRICT

ATTN: Internal Services Department / Purchasing Division

241 Trumbo Road

Key West, FL 33040

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.

RFQ 2020000 – KWHS Backyard Design Build

TABLE OF CONTENTS

Sealed Envelope Label	pg. 2	Statement of No Bid	pg. 23
Table of Contents	pg. 3	Contractor Rules	pg. 24
Introduction	pg. 4	Debarment Certification	pg. 25
Signature Page for Bid	pg. 5	Identical Tie Proposal	pg. 26
Scope of Work	pg. 6	Non-Collusion Affidavit	pg. 27
General Information	pg. 12	Public Entity Crime Statement	pg. 28
- Calendar of Events		Relationship Disclosure Affidavit	pg. 29
- Submittal Requirements		Drug Free Workplace Form	pg. 30
- Conditions and Limitations		Trench Safety Form	pg. 31
- Insurance Requirements		High Risk Offenders	pg. 32
General Terms and Conditions	pg. 15	Request for Taxpayer Identification No.	pg. 33
Acknowledgement of Addendum	pg. 22	Vendor Information Sheet	pg. 34

RFQ 2020000 – KWHS Backyard Design Build

REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on August 6, 2019 at 10:00 AM the School Board of Monroe County (the "School District" or "School Board") will open sealed proposals for the following:

**RFQ 2020000
KWHS Backyard Design Build**

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 web site 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 Jessica Bailey – Buyer, Jessica.Bailey@KeysSchools.com .

All proposals must be received by the Internal Services Department / Purchasing Division on or before August 6, 2019 at 10:00 AM. No waivers shall be allowed for proposals which have not been submitted to the Internal Services Department / Purchasing Division by the deadline date. One (1) signed original, five (5) copies, and one (1) electronic copy (PDF format – saved as one document which must be submitted with the bid package – it cannot be emailed) of the proposal package are to be submitted to:

**Monroe County School District
Administration Building
Internal Services Department / Purchasing Division, Room 119
241 Trumbo Road
Key West, Florida 33040**

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, July 5, 2019

RFQ 2020000 – KWHS Backyard Design Build

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

PROPOSAL FORM

RFQ 2020000 – KWHS Backyard Design Build

BID DUE/BID OPENING DATE/TIME: AUGUST 6, 2019 AT 10:00 AM

***RETURN ONE (1) SIGNED ORIGINAL, FIVE (5)
COPIES, AND ONE (1) ELECTRONIC COPY (PDF FORMAT)
OF THE PROPOSAL. NO OTHER PROPOSAL
FORM WILL 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
AUTHORITY MUST ACCOMPANY THIS PROPOSAL.***

NAME OF COMPANY

ADDRESS OF COMPANY

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 34 inclusive of this Request for Qualifications, 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 Qualifications, 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 _____

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

RFQ 2020000 – KWHS Backyard Design Build

SCOPE OF WORK

I. GENERAL INFORMATION

- A. Pursuant to Florida Statute, Section 287.055, the School Board of Monroe County is soliciting Qualifications for Design-Build project delivery services for renovations and upgrades to the Key West High School Backyard Athletic Fields, 2100 Flagler Ave, Key West, FL 33040.
- B. Anticipated Project Budget
 - 1. The School Board of Monroe County has allocated a **Not to Exceed** Construction Budget of \$10 million dollars for completion of this project including all costs and fees.
 - 2. Total costs include construction related expenses, a 5% contingency budget, architectural programming, design and construction related services; testing services; public jurisdiction fees and charges; permits; and other building related professional service fees necessary to fully complete the project.
- C. The property is available for review/photos/ investigation with proper coordination with District staff.

II. PROJECT INFORMATION

- A. The Design-Builder's scope of work will include:
 - 1. Pre-construction project planning including assistance in the preparation of a schedule, preliminary cost estimate, and value engineering measures.
 - 2. Preparing site, architectural, structural, mechanical, plumbing and electrical design plans based on Owner's design standards. Information to include:
 - a. Site Design: demolition and clearing plans, grading and drainage plans, sedimentation and erosion control plans, layout and staking plans, elevations and sections, construction details, lighting and signage, landscape and planting plans and details.
 - b. Building Design: building plan configuration and elevation elements including exterior building skin materials and colors, foundation, structural and roof systems, building fenestration and openings, overall dimensions, materials testing requirements, Mechanical/Electrical/Plumbing design including systems, equipment and calculations, systems review, coordination and integration to include all utilities and controls.
 - 3. Development and refinement of cost estimates and project schedules.
 - 4. Construction administration and observation including weekly site observations and meetings.
 - 5. Project closeout, establishment of warranties, guarantees, owner training and O&M Manuals.
- B. The lead Design-Builder will be expected to provide concurrent design and construction turnkey activities for this project resulting in a finished, fully usable facility that satisfies all project requirements and contract terms.

RFQ 2020000 – KWHS Backyard Design Build

The Design-Builder, as the sole responsible source for total project compliance and construction related performance (including architectural programming, design, and construction services) will hold all design professionals, testing services, trade contractors and trade supplier contracts.

III. PROJECT GOALS and OBJECTIVES

- A. Monroe County School Board requires renovation and upgrade of the existing facility to include but not be limited to:
1. Competition athletic fields:
 - a. Football/soccer/lacrosse/track and field events – Artificial turf field surface on existing footprint lined for all sports and events. Eight-lane IAAF Certified S200 track surface with dedicated areas for high jump, long jump (two pits), pole vault, shot put and discus.
 - b. Softball – Artificial turf field surface on existing footprint.
 - i. Include alternate to relocate field to the north, away from the vegetation creating space for access, transit and spectating.
 - ii. Include alternate to continue artificial turf beyond softball outfield to include a majority of existing practice field.
 2. Ensure adequate drainage throughout the improved facility and adjacent areas.
 3. Upgrade existing sports field lighting to Musco light emitting diode (LED). Modifications and/or additions may also be required in order to get proper light levels.
 4. Include hard surface walkways to enable efficient transit between the fields and the school buildings.
 5. Include public address system, dugouts, drinking fountains, Daktronics scoreboards (football and softball); horizontal netting over softball bleachers and 6ft high black PVC coated security fencing with gates.
 6. Include concrete pads for bleacher placement.
 - a. Football and Softball - Include alternate to add new Dant Clayton or Charron Sports aluminum bleachers.
 7. Include parking area for athletic staff and game officials.
 8. Timelines shall be established to break ground immediately following the 2020 spring athletic season. Project should be phased to ensure the track and field upgrades are complete in time for the 2021 season.
- B. The result shall provide upgraded and more durable fields and infrastructure for the High School athletic program. Any structures and sports features shall incorporate the latest features in performance, durability, and security as well as being designed to meet all Florida High School Athletic Association (FHSA) dimensions and regulations, Florida Building Codes, SREF and provide a safe, environmentally friendly complex.

RFQ 2020000 – KWHS Backyard Design Build

The design shall maximize the connectivity that the school currently enjoys to ensure optimum access and circulation to all buildings by students and staff alike. There shall also be consideration for maintenance access to the facility. Maintenance shall have access so that travel to and from maintenance storage does not damage the athletic fields. If current field maintenance structures are impacted, they will be rebuilt on this site in other areas.

- C. Construction phasing shall be planned in detail with school administrators to minimize any disruption to athletic seasons. Accommodations to the site, access roads, parking, etc. may need to be modified to enable use of the existing structures for continued school operations during construction of the new facilities. The work on this project may be required to be phased in a way to not disrupt school activities during the construction process.
- D. Selected firms will be required to adhere to guidelines and code as set forth by Florida Building Code, Florida High School Athletic Association (FHSA), State Requirements for Educational Facilities, and MCSD design standards for assigned projects (unless otherwise instructed by MCSD).

IV. PROPOSAL REQUIREMENTS

A. FORMAT:

- 1. Documents should be typed, not written, in English.
- 2. Tab proposal using numbers listed under Section IV B and number each side of each page used consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc.
- 3. Submittals must be limited to 80 pages. Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Financial statement does not count as pages as they should be provided in a separate sealed envelope clearly marked.
- 4. When examples or references are requested do not list more than the number requested.
- 5. Proposals Responses shall be signed by a principal of the proposing entity.

B. TABS/DOCUMENTS REQUIRED:

- 1. **BID PACKAGE REQUIRED DOCUMENTS:** The document you are reading is the 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. **DESIGN-BUILD TEAM EXPERIENCE and QUALIFICATIONS:** List up to five (5) projects that best demonstrates your team's qualifications in performing a design build project of this size and complexity. Project examples included should have been completed within the last ten (10) years. You may list Florida Public School System projects (preferred) or other comparable projects.
 - a. 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.)

RFQ 2020000 – KWHS Backyard Design Build

- b. Provide a brief resume of a maximum of two on-site construction staff members from the proposer's firm.
 - c. 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 b., one resume is required.
- 3. **PROPOSED DESIGN & ENGINEERING PROFESSIONALS' EXPERIENCE and QUALIFICATIONS:** Provide documentation of the professional design team's qualifications to perform a project of this size and complexity. 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 each of the proposer's proposed design firms.
 - 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 or athletic complex projects.
- 4. **PROJECT UNDERSTANDING and APPROACH:** Provide conceptual sketches on 11"x17" paper showing your firm's initial approach on the project.
- 5. **DELIVERABLE QUALITY, PROJECT SCHEDULE, and SAFETY CONTROLS:** For three of the projects listed under item 2 describe the way your firm maintained quality, timeline, and safety control during the pre-construction and construction phases. Provide specific examples of how these techniques were used.
- 6. **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
 - b. Workers' Compensation\Employers Liability Insurance
 - c. Comprehensive General Liability
 - d. Comprehensive Automobile Liability
 - e. Contractor's Pollution Liability Insurance, if required.
 - f. 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

RFQ 2020000 – KWHS Backyard Design Build

- ii. The State in which the Bid Bond Surety Company was chartered
 - iii. The home office address of the Bid Bond Company (city & state)
 - iv. Other Bond capabilities
7. 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.
8. FINANCIAL RESPONSIBILITY: Provide a copy of the firm's latest financial statement in a separate sealed envelope.
- a. For how many years has your firm has been providing Architectural/Engineering services?
 - b. What is the firm's form of business (e.g. proprietorship, partnership, corporation)?
 - c. Provide bank references and any other information the applicant may wish to supply to verify financial responsibility.

V. SELECTION PROCESS

- A. The Selection Committee will consist of at least four members. Effective upon the release of this RFQ, any attempt by any responder to influence any member of the selection 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.
- B. At the bid opening the Selection Committee shall determine qualifications, interest, and availability by reviewing all written responses to the RFQ to determine the best qualified firm based upon the evaluation of written responses.
- C. The Selection Committee will review all complete proposals and then rank the firms using the matrix below. The evaluation of the respondents will be based upon the given information, and respondents are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion may result in rejection of the proposal as nonresponsive.
 - 1. Design-Build Team Experience and Qualifications - 30 Points
 - 2. Proposed Design & Engineering Professionals' Experience and Qualifications - 30 Points
 - 3. Project Understanding and Approach - 25 Points
 - 4. Deliverable Quality, Project Schedule and Safety Controls - 10 Points

RFQ 2020000 – KWHS Backyard Design Build

5. Financial Stability – 5 Points

- D. If the highest ranked firm is unanimous then the Committee can move to select without formal interview. If the committee feels that a formal interview process is necessary to obtain more information in order to select a firm, interviews with a "short list" of no more than four (4) firms will be scheduled.
- E. During formal interviews, a reasonable inquiry will be conducted by the Selection 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 information to the committee in connection with such inquiries. Following the interviews by the Selection Committee the firms will be ranked on a scale of 1 to 10 (high to low) by each Committee member. The results of the rankings will then be reviewed by the Committee to select a firm to enter into negotiations with.

RFQ 2020000 – KWHS Backyard Design Build

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 2020000		
DATE:	TIME (ET):	ACTION:
July 5, 2019	8:00 AM	Release Solicitation
July 5, 6, 2019	Publication	Notice of Solicitation /Bid Opening
July 19, 2019	5:00 PM	Last day for submission of written questions to MCSD
July 25, 2019	5:00 PM	Last day for MCSD to post answers to questions
August 6, 2019	10:00 AM	Proposal Due/Bid Opening (Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040)
August 16, 2019	10:00 AM	Short List Interviews (Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040)
August 16, 2019	5:00 PM	Notice Of Intent
August 19, 2019	TBD	Negotiations
August 30, 2019	5:00 PM	Recommendation to Award
September 10, 2019	3:00 PM	Board Meeting (Open to Public – Key West City Hall, 1300 White Street, Key West, FL 33040)

RFQ 2020000 – KWHS Backyard Design Build

C. SUBMISSION REQUIREMENTS

All proposals must be submitted in sealed envelopes bearing on the outside the label provided on page 2 of this solicitation package. This includes: name of the Proposer and RFQ 2020000 - KWHS Backyard Design Build. 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.

One (1) original, five (5) copies, and one (1) electronic copy (PDF format – single file) of the proposal package must be submitted no later than August 6, 2019 at 10:00 AM to:

**Monroe County School District
Administration Building - Internal Services Department / Purchasing Division, Room 119
241 Trumbo Road
Key West, Florida 33040**

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

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.

RFQ 2020000 – KWHS Backyard Design Build

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.

RFQ 2020000 – KWHS Backyard Design Build

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 SHALL BE SUBMITTED IN A SEALED ENVELOPE.** The return address label provided with your solicitation invitation packet should be affixed to the outside of your envelope identifying it as a **sealed proposal**. **Submit proposals in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.** 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 delivery of the U.S. or private courier mail. The Respondent is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternative steps to ensure that their proposal is delivered to the **Internal Services Department / Purchasing Division** by the specified due date and time.

LATE PROPOSALS WILL BE RETURNED!

- 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. 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

RFQ 2020000 – KWHS Backyard Design Build

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.

2. INQUIRIES/INFORMATION: Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to Jessica.Bailey@KeysSchools.com. 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

RFQ 2020000 – KWHS Backyard Design Build

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.

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. 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.

RFQ 2020000 – KWHS Backyard Design Build

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:

- 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

RFQ 2020000 – KWHS Backyard Design Build

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 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

RFQ 2020000 – KWHS Backyard Design Build

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 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

RFQ 2020000 – KWHS Backyard Design Build

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 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.

RFQ 2020000 – KWHS Backyard Design Build

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

RFQ 2020000 – KWHS Backyard Design Build

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement/project, please return this form immediately. 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/manufacture/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: _____

RFQ 2020000 – KWHS Backyard Design Build

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

RFQ 2020000 – KWHS Backyard Design Build

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 49 CFR s29.110(a), 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

RFQ 2020000 – KWHS Backyard Design Build

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 2020000 – KWHS Backyard Design Build

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:

RFQ 2020000 – KWHS Backyard Design Build

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."

RFQ 2020000 – KWHS Backyard Design Build

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) ____ 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.) ____ 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:

RFQ 2020000 – KWHS Backyard Design Build

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

RFQ 2020000 – KWHS Backyard Design Build

Notification and Acceptance of the Trench Safety Act- F.S. 553.60 – 553.64

Contractor provides written assurance that compliance with the trench safety act will be upheld at all times during the course of this project.

Signature

Date

Printed Name

RFQ 2020000 – KWHS Backyard Design Build

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.

RFQ 2020000 – KWHS Backyard Design Build

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.																																																				
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RFQ 2020000 – KWHS Backyard Design Build

**Monroe County School District
Vendor Information Sheet**

Vendor Name: _____

Federal EIN/SSN: _____

Primary Address: _____

Payment Address: _____

Contact Name: _____

Phone: _____ ext. _____

Fax: _____

E-Mail: _____

MONROE COUNTY SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS
RFQ 2020000

KWHS BACKYARD DESIGN BUILD



COPY





CONTENT

LETTER OF INTEREST	1
1. BID PACKAGE REQUIRED DOCUMENTS	2
2. DESIGN-BUILD TEAM EXPERIENCE AND QUALIFICATIONS	14
3. PROPOSED DESIGN & ENGINEERING PROFESSIONALS' EXPERIENCE AND QUALIFICATIONS	40
4. PROJECT UNDERSTANDING AND APPROACH	48
5. DELIVERABLE QUALITY, PROJECT SCHEDULE, AND SAFETY CONTROLS	59
6. INSURANCE / BONDING	69
7. LICENSES	73
8. FINANCIAL RESPONSIBILITY	77



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

CGC#042112
GCCO 002625
GCCQA 002638

August 6, 2019

Monroe County School District
Attn: Internal Services Department / Purchasing Division
241 Trumbo Road
Key West, Florida 33040



Re: RFQ #2020000 – KWHS Backyard Design Build

Members of the Selection Committee:

Ajax, in partnership with Harvard Jolly Architecture (HJ), is pleased to present our Design Build qualifications to Monroe County School District for the KWHS Backyard Design Build Project. This dynamic team has demonstrated successful delivery of design and construction services for multiple High School Athletic Complexes throughout the State of Florida. On behalf of our proposed team members, we welcome the opportunity to continue our working relationship with Monroe School District to present a unique and customized design that will enhance and improve the athletic facilities for Key West High School.

AJAX / HARVARD JOLLY ARCHITECTURE RELATIONSHIP

The hallmark of a successful Design Build project is the interactive relationship with your Construction and Design Team. **The Ajax / HJ relationship spans 25 years and 30+ successful projects, that includes 3 projects for Monroe County School District** and 6 Design Build projects. Just as we have on our 3 projects for the District, we will continue to be a resource to the Monroe School District, providing information and research to make informed decisions early in the design process.

TEAM EXPERIENCE

Ajax and Harvard Jolly have extensive Athletic Facility experience including four (4) High School Athletic Complexes **we have completed together**. Our athletic facility experience is extensive and collectively includes the following:

Marathon HS Athletic Complex (AJAX)
Largo High School (AJAX & HJ)
Charlotte High School (AJAX & HJ)
Boca Ciega High School (AJAX & HJ)
Leesburg High School (AJAX & HJ)

Eastern Florida State College Athletics (AJAX)
UCF Softball Complex (HJ)
UCF Intramural Playing Fields (HJ)
Florida Gulf Coast Athletic Facility (HJ)
FSU Dick Howser Baseball Stadium (AJAX)

BUDGET & SCHEDULE CONTROL

Throughout our 30+ project history, Ajax and HJ have a proven track record of **delivering projects on-time and on-budget**. We understand the unique scheduling dynamics with this project and we are prepared to hit the ground running.

We appreciate your time in reviewing our qualifications and hope to have the opportunity to present our team and ideas to the selection committee for the KWSH Project. Please feel free to contact me at (813) 927-5063 or bill@ajaxbuilding.com with any questions.

Sincerely,

Ajax

William P. Byrne
President



1. BID PACKAGE REQUIRED DOCUMENTS

RFQ 2020000 – KWHS Backyard Design Build

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

PROPOSAL FORM

RFQ 2020000 – KWHS Backyard Design Build

BID DUE/BID OPENING DATE/TIME: AUGUST 6, 2019 AT 10:00 AM

RETURN ONE (1) SIGNED ORIGINAL, FIVE (5) COPIES, AND ONE (1) ELECTRONIC COPY (PDF FORMAT) OF THE PROPOSAL. NO OTHER PROPOSAL FORM WILL 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, LLC dba Ajax

NAME OF COMPANY

109 Commerce Blvd. Oldsmar FL 34677

ADDRESS OF COMPANY

William P. Byrne

PRINT NAME OF AUTHORIZED SIGNATURE

bill@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 34 inclusive of this Request for Qualifications, 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 Qualifications, and any releaser 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 8/2/19

Name of Proposer's Authorized Representative

William P. Byrne

Title of Proposer's Authorized Representative

President

RFQ 2020000 – KWHS Backyard Design Build

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 7/17/19

ADDENDUM NO. ____ DATED ____


ADDENDUM NO. ____ DATED ____

ADDENDUM NO. ____ DATED ____

ADDENDUM NO. ____ DATED ____

ADDENDUM NO. ____ DATED ____

Date: 8/2/19



Applicant's Signature

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

8/2/19

Date

William P. Byrne

Printed Name

RFQ 2020000 – KWHS Backyard Design Build

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 49 CFR s29.110(a), by any federal department or agency;

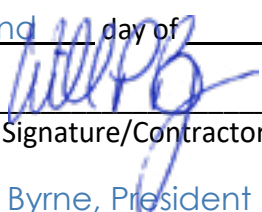
(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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 2nd day of August, 2019.

By 
Authorized Signature/Contractor

William P. Byrne, President
Typed Name/Title

Ajax Building, LLC dba Ajax
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 2020000 – KWHS Backyard Design Build

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, LLC dba Ajax, the bidder making the proposal for
the project described as follows:

RFQ 2020000, KWHS Backyard Design Build

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

8/2/19

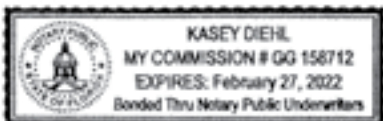
Date

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 2nd day of August, 20 19.

Kasey Diehl
NOTARY PUBLIC



2/27/22
My Commission Expires:

RFQ 2020000 – KWHS Backyard Design Build

**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, LLC dba Ajax
Nature of services presently being offered to School District: Construction Manager at Risk for RFQ 2020000, KWHS Backyard Design Build
- 2) X I have (OR) X 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.

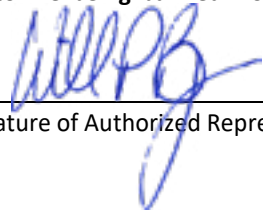
IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. _____

- 3.) 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.**

8/2/19
Date

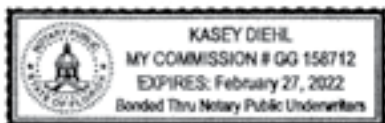

(Signature of Authorized Representative)

STATE OF Florida
COUNTY OF Pinellas

X 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 2nd day of August 20 19.


NOTARY PUBLIC

2/27/22
My commission expires:



RFQ 2020000 – KWHS Backyard Design Build

DRUG FREE WORKPLACE FORM

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

Ajax Building, LLC dba Ajax

(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

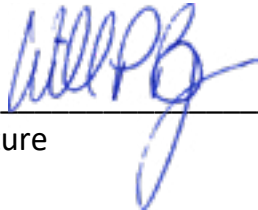
8/2/19

Date

RFQ 2020000 – KWHS Backyard Design Build

Notification and Acceptance of the Trench Safety Act- F.S. 553.60 – 553.64

Contractor provides written assurance that compliance with the trench safety act will be upheld at all times during the course of this project.



Signature

8/2/19

Date

William P. Byrne

Printed Name

RFQ 2020000 – KWHS Backyard Design Build

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, LLC dba Ajax	
	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) ► C 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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.

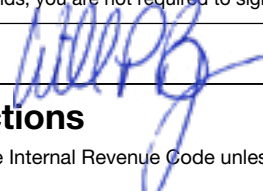
Social security number									
				-					
or									
Employer identification number									
5	9		-	0	9	6	9	7	0

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 ► 8/2/19
-----------	--	----------------------

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 2020000 – KWHS Backyard Design Build

**Monroe County School District
Vendor Information Sheet**

Vendor Name: Ajax Building, LLC dba Ajax

Federal EIN/SSN: 59-0969709

Primary Address: 109 Commerce Blvd.
Oldsmar FL 34677

Payment Address: 109 Commerce Blvd.
Oldsmar FL 34677

Contact Name: William P. Byrne

Phone: 813.792.3900 ext. _____

Fax: 813.792.3938

E-Mail: bill@ajaxbuilding.com

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."

2. DESIGN-BUILD TEAM EXPERIENCE AND QUALIFICATIONS



A. PROJECT EXPERIENCE

Ajax and Harvard Jolly share a unique commitment of working for Public Sector owners. Ajax and Harvard Jolly are both well established firms in Florida and have an established working relationship now for over 30 years. Founded in 1958, Ajax has 12 offices throughout the Southeast.

Together we form a cohesive **Design / Build** Team in which each team member has worked together successfully before. Our combined successful experience with 30 + school districts across the state is based on a proactive project management approach that focuses on teamwork and effective communication with our clients. Our Design Build experience is extensive, with Ajax completing 41 Design Build Projects and Harvard Jolly at 50 Design Build Projects, with 6 of those projects being the Ajax/HJ Team. You can count on a DB team that listens to our clients and delivers projects that meet their specific needs. We are a team that understands the importance of providing accurate, coordinated construction documents, being accountable for project budget and schedule, and ensuring that our design and construction complies with District and State Requirements while balancing the needs of the final end users – the students.

PROJECTS

	SPORTS FIELD	AJAX/HARVARD JOLLY TEAM	K-12 CLIENT
PINELLAS COUNTY SCHOOLS Largo High School	✓	✓	✓
PINELLAS COUNTY SCHOOLS Boca Ciega High School	✓	✓	✓
CHARLOTTE COUNTY PUBLIC SCHOOLS Charlotte High School	✓	✓	✓
MONROE COUNTY SCHOOL DISTRICT Marathon High School Athletic Complex	✓		✓
SCHOOL DISTRICT OF PALM BEACH COUNTY Palm Beach Gardens High School Modernization	✓		✓



PINELLAS COUNTY SCHOOLS **LARGO HIGH SCHOOL** *Largo, FL*

Ajax HARVARD • JOLLY
ARCHITECTURE

SERVICE PROVIDED:

Construction Management at Risk

COST:

\$55,800,853

SIZE:

257,715 SF

COMPLETION DATE:

October 2017

CONTACT INFORMATION:

Pinellas County Schools
Rick Bevilacqua
727.547.7133
bevilacquar@pcsb.org

ARCHITECT CONTACT:

Harvard Jolly Architects
Steve Johnson
727.896.4611
sjohnson@harvardjolly.com

HIGH SCHOOL ATHLETICS SPORTS FIELDS SITEWORK

The new Largo High School building was modeled after a college campus, with an emphasis on efficient transitions in between classes, safety and security, readiness for the technology of the next several decades and, most importantly, student achievement. The project included the construction of two new buildings totaling approximately 229,000 square feet and houses classrooms, a student union, 1,590 seat gymnasium, as well as a central energy plant. Renovations to the existing auditorium were also performed.

The School District views the new school to be the prototypical high school for other schools to model throughout Florida and the country, stating that the building was built for the year 2050, instead of 2016.

Largo High School

Bradley W. Finkbiner, Ed.D. Principal

Creating Lifelong Learners via:
ExCEL Magnet Program
International Baccalaureate Programme
Scholar Program

October 14, 2016

To: Whom it May Concern

From: Brad W. Finkbiner, Ed.D.

Re: Ajax Building Corporation

It is my honor to write a recommendation letter for Ajax Building Corporation. I became a brand new principal in 2012-13. During the first month of my tenure, I was informed that Largo High was to undergo a full replacement for the campus. In the 2013-14 school year, Ajax was chosen by the Pinellas County School Board to be the construction company for this project.

Ajax Building Corporation has been wonderful to work with. I had a multitude of questions as we began the project, and they took the time to sit with me and answer each so I would be able to make decisions with a better understanding of the process. They also made suggestions that had been successful on other projects which helped us. I believe that we have built the finest school in the State of Florida, with the help of Ajax.

I have no problem letting any district know they should consider Ajax Building Corporation for any projects that need a professional company that will do an outstanding job.

410 Missouri Ave., Largo, FL 33770 Ph. (727) 588-3758 Fax (727) 588-4037 E-mail: Largo-hs@pcsb.org

This school board official may communicate with the public through the school's website, social media, or other means. The school board official may also communicate with the public through the school's website, social media, or other means. The school board official may also communicate with the public through the school's website, social media, or other means.



PINELLAS COUNTY SCHOOLS BOCA CIEGA HIGH SCHOOL

Gulfport, FL

Ajax HARVARD • JOLLY
ARCHITECTURE

SERVICE PROVIDED:

Construction Management at Risk

COST:

\$66,819,573

SIZE:

366,365 SF

COMPLETION DATE:

July 2012

CONTACT INFORMATION:

Pinellas County Schools
Rick Bevilacqua
727.547.7133
bevilacqua@pcsb.org

ARCHITECT CONTACT:

Harvard Jolly Architects
Steve Heiser
813.286.8206
sheiser@harvarjolly.com

HIGH SCHOOL ATHLETICS SPORTS FIELDS SITEWORK

The new Boca Ciega High School is a 366,365 SF facility situated on 40 acres in Gulfport, Florida. The design of this school was influenced by the Daggett Model of small learning communities.

Construction was phased in order to keep the staff and students on their home campus while their new school was built. Much coordination was required between Ajax Building Corporation, Pinellas County Schools, and Boca Ciega High School to maintain a fully accessible campus during this 4 year project.





PRINCIPAL
PAULA NELSON

Boca Ciega High School

924 58 STREET SOUTH
GULFPORT, FLORIDA 33707
(727) 893-2780
Fax (727) 893-1382
www.bocaciega-hs.pinellas.k12.fl.us

ASSISTANT PRINCIPALS
Barbara Clare
Charles Drake
Heather Holloway
James M. Joyer

April 13, 2010

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

Mr. Byrne,

I would like to thank you and your Ajax team for all the support and help that they have given to me as the building principal during our construction process. Although we are mid-way through, I think it is important to let you know just how much I appreciate all the professionalism and assistance that has been provided by Ajax.

Having never overseen the building of a new school, I was unsure of how to manage running a school simultaneously with on site construction! Kris Heinicka, Project Manager has made this task much easier by his willingness to smooth out any obstacle to make my job easier. Building a new high school – on sight – comes with many challenges, some of which are unknown until we get there! If ever I had a concern and brought it to his attention, Kris immediately took care of it with resolution that was good for all involved. Ajax has done a great job with projecting issues that may arise, but also with dealing with them effectively and efficiently when the unexpected come up!

One concern that I had going in to the project is on time completion. Knowing that most construction projects run longer than projected, I expected to have numerous delays in the various time commitments given to us. Many times, my staff would ask me, "are we really going to be able to move in when they said?" I am continually impressed with the way this project has adhered to all timelines and the Ajax staff who have a "get it done" attitude!

Although this has most definitely been an added task to my job, I can honestly say that it has been a tremendous learning experience for me and a most pleasant one due to the high expectations that you have for your employees. Every single one of them have reached out and offered their help to make things just right for our students and staff, and I just want to say, "THANKS!"

Sincerely,

Paula Nelson
Principal

1990 Commissioner's Award for Excellence
A Florida Merit School

Pinellas County Schools - an equal opportunity instruction institution for education and employment



CHARLOTTE COUNTY PUBLIC SCHOOLS CHARLOTTE HIGH SCHOOL REPLACEMENT

Punta Gorda, FL

Ajax HARVARD • JOLLY
ARCHITECTURE

SERVICE PROVIDED:

Construction Management at Risk

COST:

\$79,129,979

SIZE:

384,000 SF

COMPLETION DATE:

August 2010

CONTACT INFORMATION:

Charlotte County Schools
Gene Spurr
941.575.5400
eugene.spurr@yourcharlotteschools.net

ARCHITECT CONTACT:

Harvard Jolly Architects
Jack Williams
239.275.7774
j.williams@harvardjolly.com

HIGH SCHOOL ATHLETICS SPORTS FIELDS SITEWORK

The existing 3-story building, which was built in 1926, required extensive restoration in order to preserve its historic integrity after Hurricane Charley struck. Ajax was chosen as the Construction Manager for the 5-phased \$79 million project. This project included a new high school football stadium for Charlotte High School as well as running track for track & field events, two concession buildings, control booth, bleachers both home & visitors. This project also had extensive underground utility work associated with future new high school and utility relocations.

The entire project centered around the restoration of the 3-story 1926 historic building, which also included a structural renovation. Reconstructing the campus involved replacing all the remaining building damaged by the Hurricane Charley. The new construction connected all remaining buildings into a cohesive single building with interior corridors, replacing the original 1926 - era campus style buildings. New construction totaled 236,000 square feet, with 148,000 square feet of existing space.



Douglas K. Whittaker, Ed.D.
Superintendent



School Board

Andrea Messina, Chairman
Lee Swift, Vice-Chairman
Alleen Miller
Barbara Rendell
Ian Vincent

October 5, 2011

To Whom It May Concern:

Charlotte County Public Schools is pleased to write this letter of recommendation for Ajax Building Corporation.

The construction for the Charlotte High School site was a very successful project. With staff and students on campus during the construction, particular attention was given to minimize any interruption. Safety was always a major priority for the duration of this project.

The organization, exceptional performance and leadership shown from Ajax were one of the reasons that this project was very successful. The leadership shown throughout the entire project was commendable. Schedules were maintained and all phases of this project were completed on time and under budget.

Charlotte County Public Schools looks forward to working with Ajax Corporation in the future.

Sincerely,

Eugene Spurr
Director of Maintenance & Operations
Charlotte County Public Schools

ES:gg



SCHOOL BOARD OF MONROE COUNTY MARATHON HIGH SCHOOL ATHLETIC COMPLEX

Marathon, FL

SERVICE PROVIDED:

Construction Management at Risk

COST:

\$12,111,505

SIZE:

530,400 SF

COMPLETION DATE:

August 2019

CONTACT INFORMATION:

School Board of Monroe County
Douglas Pryor
305.293.1400
douglas.pryor@keysschools.com

ARCHITECT CONTACT:

Rowe Architects, Inc./BSSW
Rick Rowe
813.221.8771
r.rowe@rowearchitects.com

ATHLETIC COMPLEX MONROE SCHOOL DISTRICT PROJECT OCCUPIED CAMPUS

This exciting project will provide Marathon High School with a brand new athletic complex totaling 530,400 square feet. Included in this will be a 2,850 square feet football and track building as well as a 680 square feet baseball and softball building.

A new parking lot, storm water retention ponds, sports fields, lighting and concession stands will also be part of this new construction.

The high school will be occupied during this multiple phased project. Both Phase 1 and 2 will occur in the Summer/Fall season of 2018 through January 2019. There will be a brief intermission from January 2019 to May 2019 for the baseball and softball seasons. The project will resume then from May and complete in September.



SCHOOL DISTRICT OF PALM BEACH COUNTY PALM BEACH GARDENS HIGH SCHOOL MODERNIZATION

Palm Beach Gardens, FL

SERVICE PROVIDED:

Complete Architectural Services

COST:

\$86,178,022

SIZE:

377,658 SF

COMPLETION DATE:

January 2010

CONTACT INFORMATION:

School District of Palm Beach County
Angel Garcia
Senior Projects Administrator/Facilities Projects
561.882.1916
Angel.Garcia.1@palmbeachschools.org

ARCHITECT:

Harvard Jolly Architecture
Rene Tercilla, AIA, ALEP
Executive Vice President
561.478.4457
r.tercilla@harvardjolly.com

HIGH SCHOOL ATHLETICS SPORTS FIELDS OCCUPIED CAMPUS

Harvard Jolly Architecture was chosen due to their innovative expertise in educational design, and the team's technical ability to implement a logistically difficult high school to be build within a critical time line without disruption of existing school plant operations. Complicating the project was the fact that the campus would remain operational with approximately 3,000 students on campus at any time, so safety was a primary concern.

Major emphasis was given to the scheduling of design and construction in order to meet student transfer goals. The design and construction of this 377,658 square footage replacement facility on a 50-acre site utilized 3-story tilt wall construction with 100% of the facility meeting the State of Florida's EHPA standards. The school is design around a central courtyard space, which allows for outdoor use while maintaining security.

The Harvard Jolly team also acted as the leader and coordinator for all sub-consultants, as well as a liaison between the district's facilities staff and the on-site school staff. At the end of the project the team also facilitated the training and close-out documentation process.



**THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL**

**STEVEN BACKHUS
DIRECTOR**

**DONALD FENNOY
CHIEF OPERATING OFFICER**

**FACILITIES SERVICES
3661 INTERSTATE PARK ROAD N., SUITE 200
RIVIERA BEACH, FL 33404**

**WANDA PAUL
CHIEF OF FACILITIES**

PH: 561-882-1901 / FAX: 561-882-1931
www.palmbeachschools.org

August 2, 2017

To Whom it May Concern:

Since 2006 I've had the pleasure of working with Harvard Jolly Architecture on several K-12 projects. These projects include two 2-story classroom additions, one at Carver Middle School and the other at Lake Worth Middle School, a complete replacement of Hagen Road Elementary School and Palm Beach Gardens High School – including a state of the art Auditorium, and a modernization of North Palm Beach Elementary School. All these projects were designed successfully and met the owner's educational program requirements, project budget and schedule. These projects were procured as construction management at risk, each having a different construction manager.

Harvard Jolly has provided exceptional architectural services and has proven to be a valuable team member working closely with the owner, other permitting agencies, and the construction manager. They have consistently carried out their services with professionalism and in a timely manner, placing emphasis to details, budget, schedule and the district's needs.

Harvard Jolly will be an asset to any new project, bringing the experience, expertise and contribution for a successful project team and project outcome. If I can be of any further assistance, please do not hesitate to contact me at 561-882-1916.

Sincerely,

Digitally signed by Angelino L. Garcia
DN: cn=Angelino L. Garcia, o=The School District of
Palm Beach County, ou=Program Management,
email=angel.garcia.1@palmbeachschools.org, c=US
Date: 2017.08.02 08:59:03 -04'00'

Angelino L. Garcia, LEED AP BD+C, AGC-BIM
General Manager

The School District of Palm Beach County - Rated "A" by the Florida Department of Education 2005 – 2012
"Home of Florida's First LEED Gold Certified School"

www.palmbeachschools.org

The School District of Palm Beach County is an Equal Education Opportunity Provider and Employer



HARVARD • JOLLY
ARCHITECTURE

30+ PROJECTS TOGETHER



CHARLOTTE COUNTY
CHARLOTTE HIGH ATHLETIC COMPLEX



MONROE COUNTY
GERALD ADAMS ELEMENTARY SCHOOL



MONROE COUNTY
STANLEY SWITLIK ELEMENTARY SCHOOL



MONROE COUNTY
**TRANSPORTATION & INTERNAL
SERVICES FACILITY**



CHARLOTTE COUNTY
CHARLOTTE HIGH SCHOOL



HERNANDO COUNTY
CHALLENGER K-8 SCHOOL



PINELLAS COUNTY
LARGO HIGH SCHOOL



PINELLAS COUNTY
BOCA CIEGA HIGH SCHOOL



LAKE COUNTY
CARVER MIDDLE SCHOOL



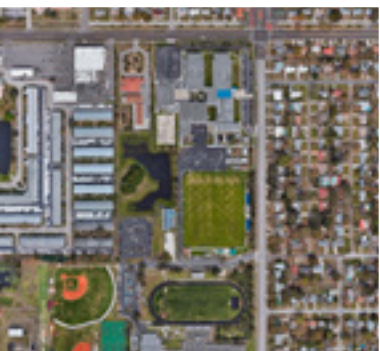
CHARLOTTE COUNTY
PUNTA GORDA MIDDLE SCHOOL



HERNANDO COUNTY
HERNANDO EXPLORER K-8 SCHOOL



LAKE COUNTY
LEESBURG HIGH SCHOOL



PINELLAS COUNTY
MEADOWLAWN MIDDLE SCHOOL



UNIVERSITY OF NORTH FLORIDA
SKINNER-JONES HALL

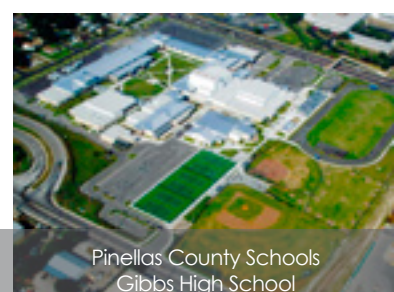
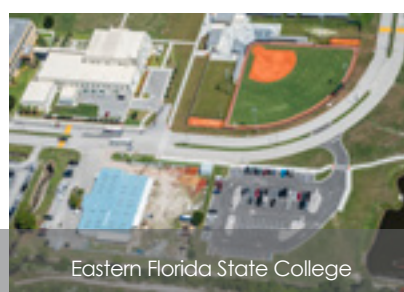
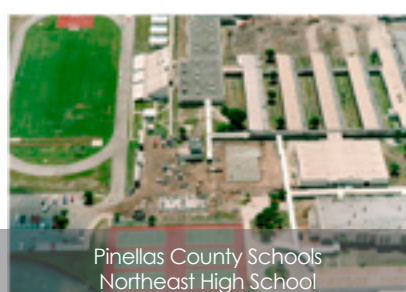
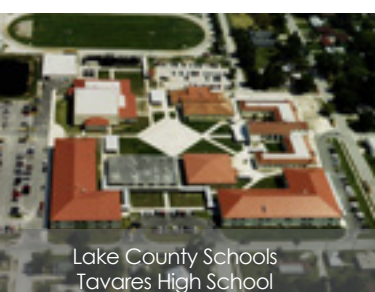
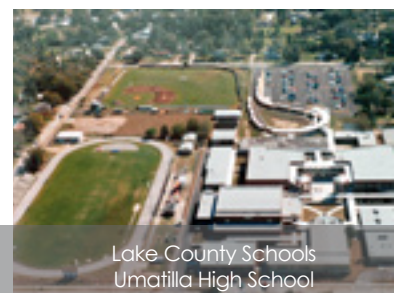
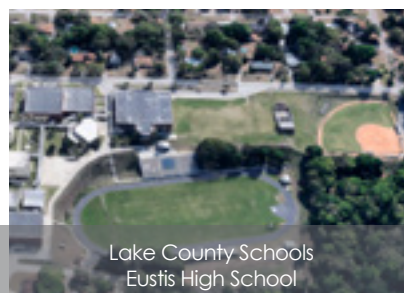
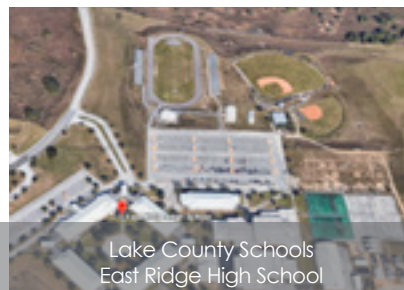
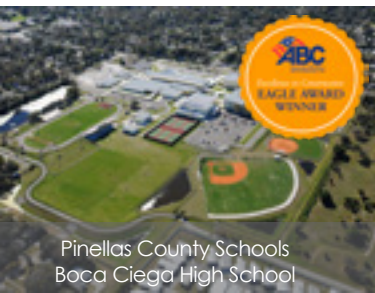


CITY OF ST. PETERSBURG
POLICE DEPARTMENT HEADQUARTERS



CITY OF CLEARWATER
COUNTRYSIDE BRANCH LIBRARY

ADDITIONAL SCHOOL ATHLETIC EXPERIENCE

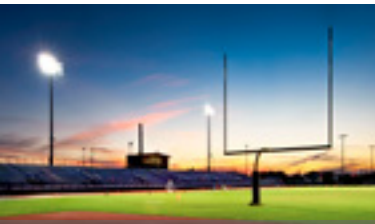


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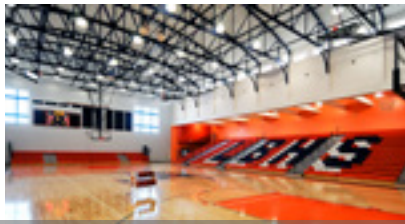
... The state-of-the-art facility, which fulfills all of our needs also has great views and seating. The surface area of the field has good drainage; the locker rooms, concession stand and coaches offices meet all of our needs, and the spacious dugouts contain all of the necessary safety features.

*Richard Laird, Vice President of Operations
Eastern Florida State College*

ADDITIONAL SCHOOL ATHLETIC EXPERIENCE



Brevard County School
Merritt Island High Schools



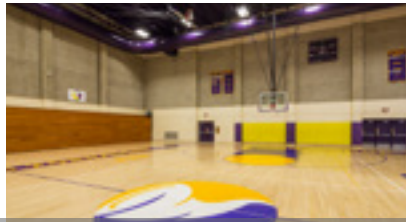
Charlotte County Schools
Lemon Bay High School



St. Johns County
Ponte Vedra High School



Clay County Schools
Oakleaf High School



Sarasota County Schools
Booker High School



Lake County Schools
Leesburg High School



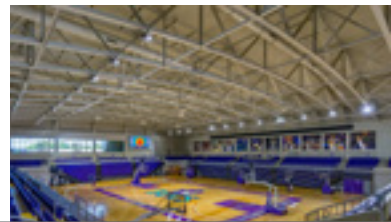
Charlotte County
Punta Gorda Middle School



Lake County Schools
Carver Middle School



Hernando County Schools
Explorer K-8 School



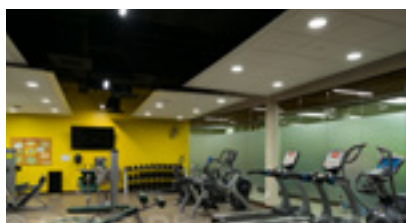
Florida Southwest State College
Court



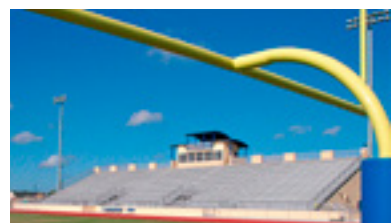
Indian River County Schools
Vero Beach High School



Palm Beach Atlantic University
Rinker Athletic Complex



USF Student Commons Fitness



Charlotte County Schools
Charlotte High School



EXPERIENCE IN MONROE COUNTY



STANLEY SWITLIK ELEMENTARY SCHOOL
\$37,459,151 | 87,554 SF

GERALD ADAMS ELEMENTARY SCHOOL
\$37,331,678 | 100,000 SF

MARATHON HIGH SCHOOL ATHLETIC COMPLEX
\$12,111,505 | 530,400 SF (SITE AREA)

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

FKCC MARINE TECHNOLOGY BUILDING
\$5,000,000 | 34,000 SF

FKCC TENNESSEE WILLIAMS THEATER LOBBY EXPANSION & IMPROVEMENTS
\$900,000 | 4,448 SF

FKCC CULINARY LAB
\$500,000 | 1,766 SF

FKCC GUARDHOUSE AND ENTRANCE IMPROVEMENTS
\$632,450

FKCC BUILDING A GENERATOR
\$625,000

FKCC BUILDING B REMODEL
\$425,000 | 2,000 SF

FKCC CHILLER PLANT GENERATOR
\$1,000,000

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



LESSONS LEARNED ON ATHLETIC FIELDS & TRACK

- » Have Root Zone/Turf Base on site samples lab tested for conformance to specifications and recommendations for fertilizers and/or additives to best service that site
- » Scope the sleeves for equipment installed later by others (goal posts, discus cage, foul poles, etc.) to be installed by the field contractor for consistent layout
- » Review gate placement and layout for field maintenance equipment
- » Schedule backstops, fence posts, dugout slabs and backstop slabs scheduled early to establish field benchmarks; fields need to be built after these are installed
- » Have crown of field reviewed by field contractor early to confirm elevations to limit impacts to site fill installation
- » Irrigation boxes outside Pitching Circle (Softball) and Pitcher's Mound (Baseball)
- » Field Lighting on adjacent fields coordinated to not affect players on opposite field
- » Confirm drainage at dugouts & bull pens coordinate with field drainage
- » Scoreboard wind load requirements are to be confirmed
- » Press Box wind load requirements are to be confirmed
- » 6" concrete strips under fence at perimeter is good way to keep grass species from crossing and a good maintenance aide when cutting
- » During field pre-construction meetings review each track and field event and check dimensioning for conformance with NFHS guidelines as each complex layout is different
- » Track striping plan submittal completed early on to confirm dimensional issues and school preferences
- » Surveyor to perform digital layout and confirm track length from measure line, inside track edge and first lane to confirm competition track per NHSF guidelines prior to mobilization
- » Review track asphalt layer thickness and potential for cost savings
- » Use of curb machine for track curbs for higher quality and aesthetics
- » Review curb reinforcing requirements at radii, nothing larger than # 3 bars
- » Specify track surface color for bidders to avoid increases to change from standard colors



CONSTRUCTION PERSONNEL

Relationships and communication will be critical to the success of this project. A Design Builder's true value is in its ability to work with multiple users involved in a project to ensure that all of your goals are met. We will coordinate with the security and technology vendors from preconstruction through the installation of the equipment. Ajax and Harvard Jolly have a 100% track record of delivering projects on time and in budget and will utilize our "lessons learned" from similar projects to assist the KWHS Backyard Design Build.

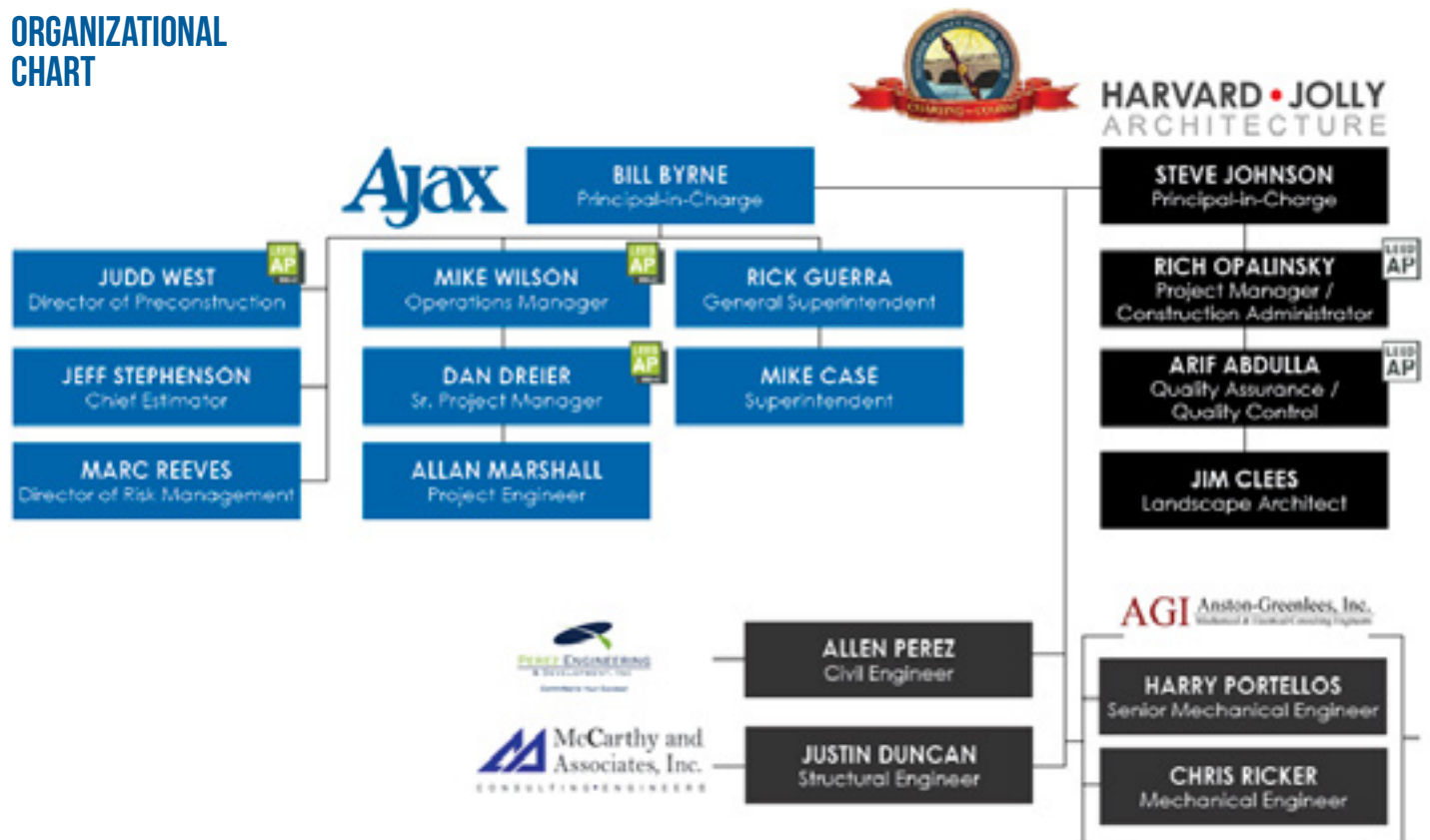
Ajax/Harvard Jolly firmly believe that our proposed team and overall expertise makes Ajax and Harvard Jolly the partnership of choice to be your Design Build Team.



"...On behalf of Charlotte County Public Schools' District Support Services, want to express our sincere appreciation for your outstanding support and unwavering dedication throughout the design and construction of Charlotte High School... Your organization's exceptional performance and leadership is truly inspirational. The professionalism, responsiveness and cooperation displayed by your organization as a part of the owner construction management team were vital to the success of the project... I ask you to convey my sincere appreciation to everyone in your organization who contributed in any way to this effort."

Jerry Olivio
Assistant Superintendent
Charlotte County Public Schools
Project: Charlotte High School

ORGANIZATIONAL CHART





DAN DREIER

SR. PROJECT MANAGER

EDUCATION
B.S. CONSTRUCTION MANAGEMENT,
UNIVERSITY OF CINCINNATI

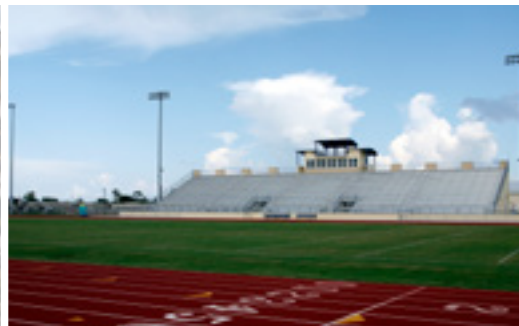
YEARS OF EXPERIENCE
38 YEARS

CERTIFICATIONS:
LEED AP BD+C

As the Project Manager, Dan is 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. Dan is also responsible for all on-site activities, including: cost control analysis, scheduling, materials procurement, subcontractor pre-qualification and management, local participation programs, structure analysis, and quality assurance. Dan offers an in-depth knowledge of construction and construction management. Dan completed the very successful FKCC Marine Tech Classroom Building on Stock Island and has a full understanding of how projects in the Keys are managed.




Charlotte High School



Charlotte High School Athletic Complex



FKCC Marine Technology

RELATED PROJECT EXPERIENCE		COST	SIZE
Charlotte County High School		\$79,129,979	380,000 SF
Charlotte High School Football Complex		\$6,917,873	22,000 SF + Fields
Department of Health Liberty City Health Clinic		\$2,475,835	10,900, SF
Mercy Health and Wellness Centers		\$50,000,000	1,300,000 SF
Florida Keys Community College Marine Technology Building		\$5,000,000	34,000 SF
FGCU East Chilled Water Project		\$1,200,000	n/a
Charlotte County Security Fencing Upgrades at Charlotte High School		\$1,300,000	n/a
Charlotte County Security Projects - Group 3		\$1,485,432	n/a
Charlotte County Security Projects - Group 2		\$1,587,528	n/a
Charlotte County Security Projects - Group 1		\$2,000,000	n/a
Charlotte County Port Charlotte High School Renovations		\$2,000,000	n/a
Sarasota County Emergency Operations Center		\$15,192,508	40,502 SF
Charlotte County Schools Punta Gorda Center		\$7,500,000	47,000 SF



MICHAEL CASE

SUPERINTENDENT

Mike's primary function will be to coordinate and supervise all onsite subcontractor activities, but he will also be involved in key elements of the preconstruction process. During preconstruction, Mike will assist with the development of the detailed project schedule, scope clarifications for the bid packages, and the constructability reviews for each phase of design. During construction, he will oversee the total construction effort to ensure that the project is constructed in accordance with programmed design, budget and schedule. Mike will review the construction plan and schedule daily to coordinate the subsequent jobsite activities. The constant review process identifies issues early, before they become problems in the project schedule.



East Bay High School



Alonso High School



Dade City Hall & Police Station

RELATED PROJECT EXPERIENCE	COST	SIZE
Hillsborough County Schools Alonso High School Classroom Addition	\$5,529,904	21,480 SF
Hillsborough County East Bay Classroom Addition	\$5,976,000	20,000 SF
Oscelola County Harmony High School "BBB"	\$32,000,000	274,000 SF
Pasco County Wesley Chapel High School "BBB"	\$18,000,000	173,000 SF
Brevard County Cocoa Beach High School Performing Arts Center	\$11,600,000	93,000 SF
Pinellas Continuing Contract Education Partners Facility	\$10,800,000	32,609 SF
Hillsborough County Tinker Elementary School	\$6,300,000	32,000 SF
Okeechobee County 5th and 6th Grade Renovations	\$4,300,000	30,000 SF
Osceola County Poinciana Elementary School "D"	\$12,000,000	113,575 SF
Pasco County Hudson Elementary Media Center	\$14,000,000	6,000 SF
Pinellas County 74th Street Elementary Administration	\$900,000	4,800 SF
Dade City New City Hall and Police Station	\$5,931,842	20,000 SF
Pinellas County St. Petersburg Airport (Phase 3)	\$4,189,700	N/A



BILL BYRNE

PRINCIPAL-IN-CHARGE

EDUCATION
B.S. IN BUILDING CONSTRUCTION
UNIVERSITY OF FLORIDA

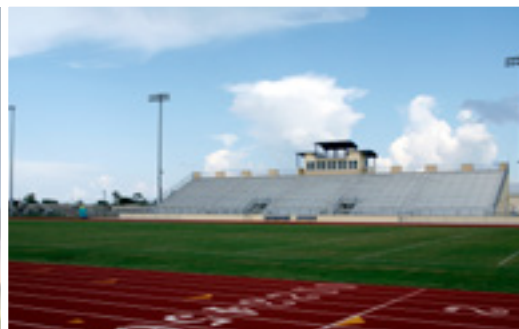
YEARS OF EXPERIENCE
33 YEARS

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.









Largo High School



Charlotte High School



Boca Ciega High School

RELATED PROJECT EXPERIENCE		COST	SIZE
Monroe County Stanley Switlik Elementary School		\$37,459,151	87,554 SF
Monroe County Gerald Adams Elementary School		\$37,331,678	100,000 SF
Monroe County Marathon High School Athletic Complex		\$12,111,505	530,400 SF
Monroe County Transportation/Internal Services Facility		\$13,919,952	22,387 SF
Pinellas County Schools Largo High School		\$55,800,853	257,715 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
Duval County Public Schools Lee High School		\$31,136,884	145,000 SF
Pinellas County Schools Boca Ciega High School		\$66,819,573	366,365 SF
Eastern Florida State College Softball Complex		\$3,751,000	7,845 SF
University of North Florida Hodges Stadium		\$632,000	12,000 Capacity
University of North Florida Osprey Clubhouse		\$5,000,000	15,044 SF
Florida A&M University Recreation Center		\$6,773,910	39,000 SF
Tallahassee Community College Lifetime Sports Complex		\$1,696,000	25,000 SF
Charlotte County Punta Gorda Center		\$7,500,000	47,000 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 Stanley Switlik Elementary School	\$37,459,151	87,554 SF
Monroe County Gerald Adams Elementary School	\$37,331,678	100,000 SF
Monroe County Transportation/Internal Services Facility	\$13,919,952	22,387 SF
Monroe County Marathon High School Athletic Complex	\$12,111,505	530,400 SF
Hillsborough County Robinson High School	\$4,500,000	11,160 SF
Hillsborough County East Bay High School	\$5,714,772	20,407 SF
Charlotte County Public Schools Port Charlotte High School	\$6,373,000	N/A
Florida Keys Community College CCW Tennessee Williams Theater	\$900,000	4,448 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
Pasco County Schools Lacoochee Elementary School	\$600,000	3,200 SF
Hillsborough County Schools Alonso High School	\$5,411,918	24,964 SF



JUDD WEST

DIRECTOR OF PRECONSTRUCTION

EDUCATION
B.S. CONSTRUCTION ENGINEERING TECH
FLORIDA A&M UNIVERSITY
TRANE AIR CONDITIONING CLINIC

YEARS OF EXPERIENCE
33 YEARS

CERTIFICATIONS:
LEED AP BD+C
CERTIFIED GENERAL CONTRACTOR

Judd plays a key role in support of the Operations Manager for the preconstruction phase efforts of Ajax Building Corporation. Judd provides management and assistance to the Project Team related to all preconstruction phase activities from project conception through contract negotiations, including the preparation of project schedules, estimates and deliverable reports, and the execution of the bidding phase for the project. He also attends preconstruction phase meetings and interfaces with the Owner, Architect, Engineers, User Groups and other team members as necessary for the coordination of activities and presentation of information.






Charlotte High School



Lee High School



Boca Ciega High School

RELATED PROJECT EXPERIENCE		COST	SIZE
Monroe County Marathon High School Athletic Complex		\$12,111,505	530,400 SF
Monroe County Transportation/Internal Services Facility		\$13,919,952	22,387 SF
Monroe County Stanley Switlik Elementary School		\$37,459,151	87,554 SF
Monroe County Gerald Adams Elementary School		\$37,331,678	100,000 SF
Charlotte County Public Schools Charlotte High School		\$79,129,979	384,000 SF
Duval County Public Schools Lee High School		\$31,136,884	145,000 SF
Pinellas County Schools Boca Ciega High School		\$66,819,573	366,365 SF
University of North Florida Osprey Clubhouse		\$5,000,000	15,044 SF
Florida A&M University Recreation Center		\$6,773,910	39,000 SF
Gadsden County West Gadsden High School		\$19,499,950	117,000 SF
Gadsden County East Gadsden High School		\$23,000,000	197,000 SF
Lake County Mount Dora High School		\$26,935,700	185,353 SF
College of Coastal Georgia Campus Center		\$10,669,367	50,000 SF
St. Petersburg College Tarpon Springs Center		\$1,598,694	22,800 SF



RICK GUERRA

GENERAL SUPERINTENDENT

YEARS OF EXPERIENCE

38 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.



Largo High School



Gibbs High School



Eastern Florida State College

RELATED PROJECT EXPERIENCE	COST	SIZE
Monroe County Transportation/Internal Services Facility	\$13,919,952	22,387 SF
Monroe County Marathon High School Athletic Complex	\$12,111,505	530,400 SF
Monroe County Stanley Switlik Elementary School	\$37,459,151	87,554 SF
Monroe County Gerald Adams Elementary School	\$37,331,678	100,000 SF
Pinellas County Schools Largo High School	\$55,800,853	257,715 SF
Eastern Florida State College Softball Complex	\$3,751,000	7,845 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
Pinellas County Schools Lynch Replacement Elementary School	\$15,500,000	80,000 SF



MARC REEVES

DIRECTOR OF RISK
MANAGEMENT

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.



JEFF STEPHENSON

CHIEF ESTIMATOR

As the Chief Estimator, Jeff will be responsible for all estimates throughout the project, including the schematic, design development, and working drawing estimates. In addition, Jeff will play a key role for the project, by providing estimates on systems and materials options, so informed budgetary decisions can be made quickly regarding which alternative is best for the project. Jeff will also be responsible for developing the Guaranteed Maximum Price (GMP).









Largo High School



Boca Ciega High School



Lee High School

RELATED PROJECT EXPERIENCE		COST	SIZE
Monroe County Transportation/Internal Services Facility		\$13,919,952	22,387 SF
Monroe County Marathon High School Athletic Complex		\$12,111,505	530,400 SF
Monroe County Stanley Switlik Elementary School		\$37,459,151	87,554 SF
Monroe County Gerald Adams Elementary School		\$37,331,678	100,000 SF
Pinellas County Schools Largo High School		\$55,800,853	257,715 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
Duval County Public Schools Lee High School		\$31,136,884	145,000 SF
Pinellas County Schools Boca Ciega High School		\$66,819,573	366,365 SF
University of North Florida Hodges Stadium		\$632,000	12,000 Capacity
Charlotte County Public Schools Punta Gorda Center		\$7,500,000	47,000 SF
UF Heavener Hall		\$18,544,983	55,000 SF
UNF College of Education		\$21,194,000	100,200 SF



ALLAN MARSHALL

ASSISTANT PROJECT MANAGER

EDUCATION
B.S. BUILDING CONSTRUCTION,
UNIVERSITY OF FLORIDA

YEARS OF EXPERIENCE
10 YEARS

CERTIFICATIONS
OSHA 30
CPR CERTIFIED

Allan will assist Dan with complete project coordination. In addition, he will assist in interpreting blueprints/ drawings for installing materials, and resolve conflicts or errors with the drawings. Allan 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. Finally, he will also assist Dan with the daily monitoring of all on-site activities.




Lee High School



Marathon Athletic Complex

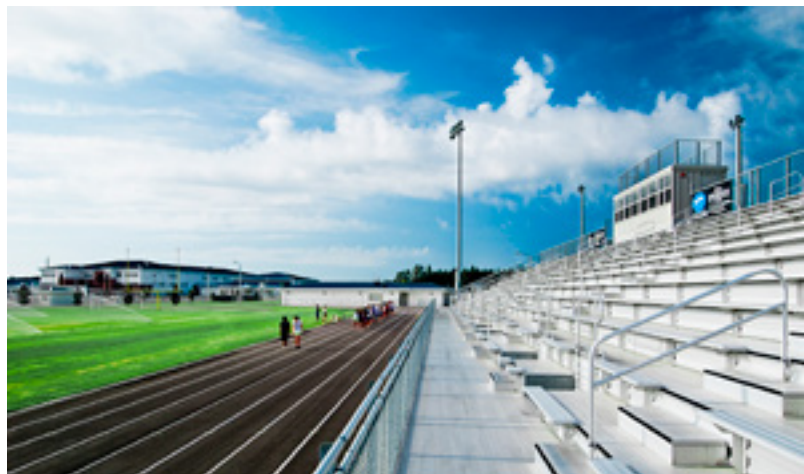


Lee High School

RELATED PROJECT EXPERIENCE		COST	SIZE
Monroe County Marathon High School Athletic Complex		\$12,111,505	530,400 SF
Duval County Robert E. Lee High School		\$31,490,031	145,000 SF
Duval County Douglas Anderson School of the Arts Renovations		\$752,000	N/A
Duval County Mayport Middle School Kitchen & Serving Line		\$1,100,000	5,000 SF
Duval County Fletcher High School Restroom Remodel		\$230,000	2,000 SF
Duval County Frank H. Peterson Serving Line Renovation		\$1,346,450	8,617 SF
Duval County Gregory Drive Elementary Serving Line Renovation		\$626,576	4,500 SF
Florida School for the Deaf & Blind Waterproofing		\$75,000	N/A

3. PROPOSED DESIGN & ENGINEERING PROFESSIONALS' EXPERIENCE & QUALIFICATIONS

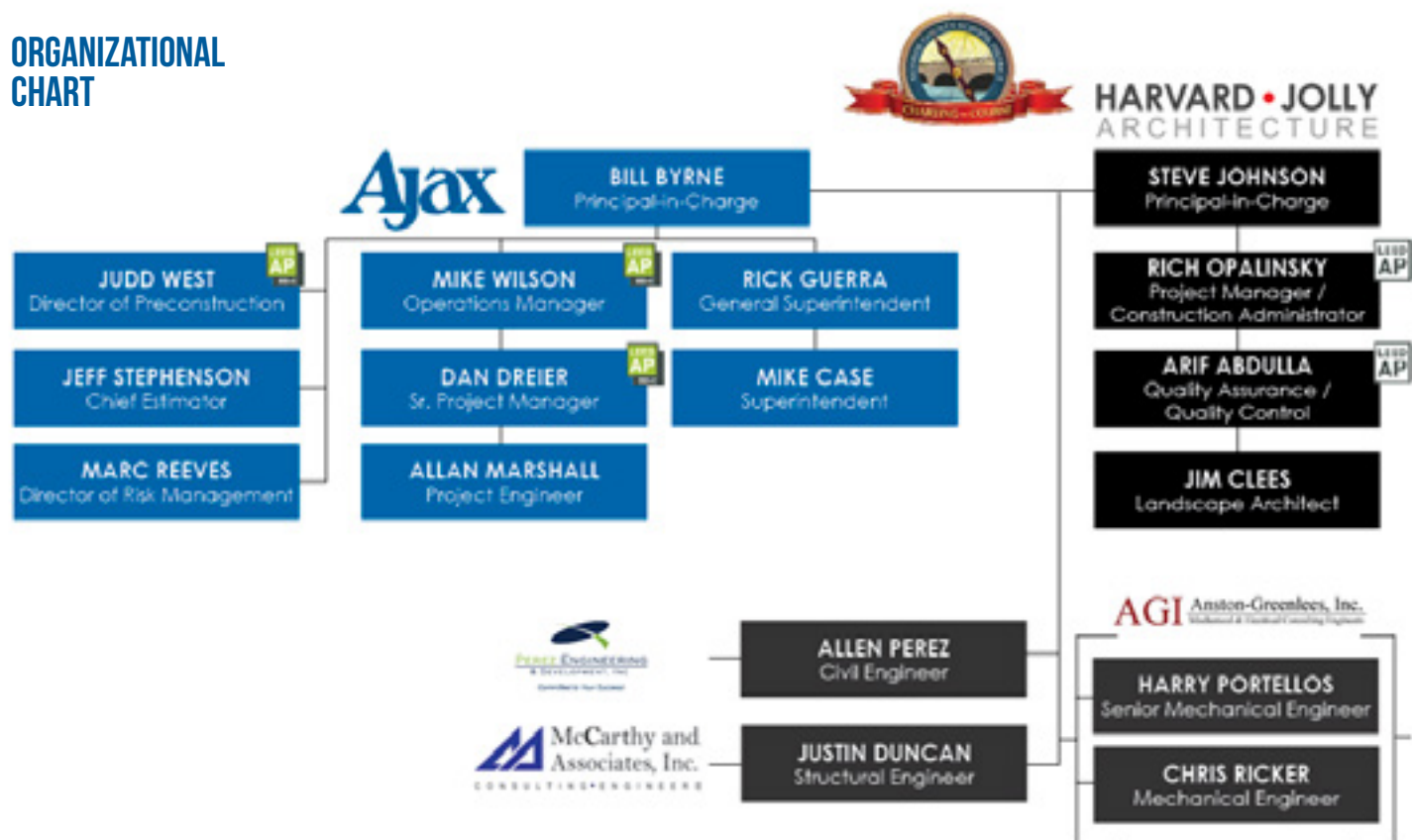
As a firm with 80+ years of experience Harvard Jolly brings one of the largest K-12 portfolios and was recently named the 24th largest educational design firm in the nation. We have designed over 16 million SF of sustainable and energy efficient educational spaces. Through this experience, we have developed athletic fields and stadiums in every possible configuration and size. We possess the qualifications, expertise and experience to produce projects that are functional, secure, aesthetically pleasing and meet all project requirements. Our team members have worked on numerous occupied school campuses, several in Monroe County and have extensive experience in the phasing, design and construction of field areas like this with minimal disruption to the school.



"The American Sports Builders Association Awards Committee and Board of Directors is please to inform you that company's project Charlotte High School is to be recognized as a winner in the Outdoor Track category of its annual national awards program. There were many project submitted this year that brought out excellent examples, but your facility illustrates the best in fine construction and design while serving its community."

*Cynthia Jordan,
Director
American Sports Builders Association*

ORGANIZATIONAL CHART





STEVE JOHNSON

PRINCIPAL IN CHARGE

EDUCATION

M.S. IN ARCHITECTURE,
B.S. IN ARCHITECTURE,
UNIVERSITY OF FLORIDA

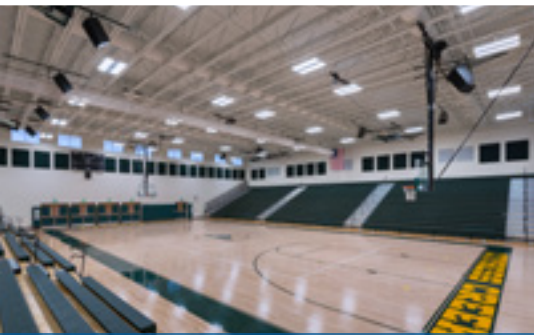
YEARS OF EXPERIENCE

24 YEARS

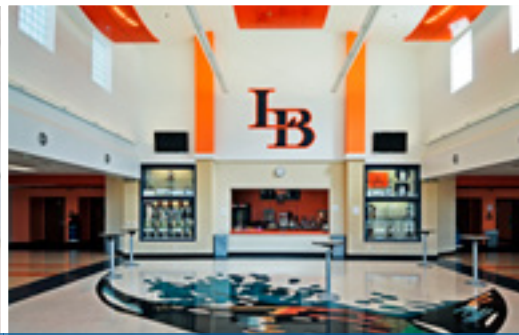
CERTIFICATIONS

FLORIDA REGISTERED ARCHITECT
ALEP

As lead principal of Harvard Jolly's K-12 Education practice, Steve has overseen the planning and design of public and private K-12 schools during a career time span of nearly 25 years. Harvard Jolly embraces collaborative working relationships with educators and facility planners, gaining knowledge of all aspects of school operations from multiple viewpoints - students, teachers, administrators, facility planners, school boards and community stakeholders. Steve understands that the safe and secure modern learning environment has a profound effect on both student performance and educator recruitment and retention.



Cypress Creek High School



Lemon Bay High School



Boca Ciega High School

RELATED PROJECT EXPERIENCE	COST	SIZE
Monroe County Gerald Adams Elementary School	\$37,331,678	100,000 SF
Monroe County Stanley Switlik Elementary School	\$37,459,151	87,554 SF
Monroe County Transportation/Internal Services Facility	\$13,919,952	22,387 SF
High School "TTT"	\$60,000,000	238,000 SF
Cypress Creek Middle/High School	\$45,000,000	264,029 GSF
Sarasota High School - Renovations & Additions	\$33,000,000	154,000 SF
Charlotte High School - Replacement	\$87,000,000	392,707 GSF
Largo High School	\$55,400,000	242,150 GSF
Lemon Bay High School - Replacement	\$76,000,000	366,000 SF
Port Charlotte High School	\$25,000,000	230,700 SF
Booker High School - Additions & Renovations	\$47,500,000	300,000 SF
Auburndale Senior High School	\$23,400,000	157,921 SF



RICH OPALINSKY

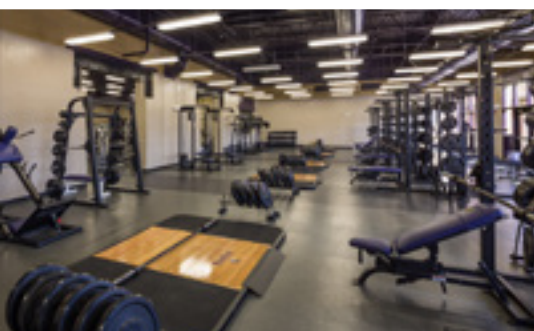
PROJECT MANAGER/
CONSTRUCTION ADMINISTRATOR

EDUCATION
B.S. IN MECHANICAL ENGINEERING,
UNIVERSITY OF SOUTH FLORIDA

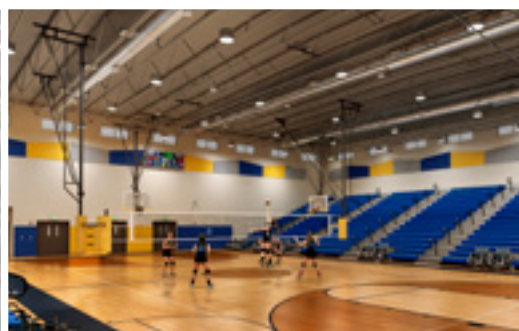
YEARS OF EXPERIENCE
47 YEARS

CERTIFICATIONS
FLORIDA REGISTERED ARCHITECT
NCARB

Rich has over 47 years of professional experience. In the role of Project Manager, Rich will be the primary day-to-day contact and will be responsible for ensuring the project remains within budget and on schedule through his management efforts, he will also oversee the development of consultant documents and client status reporting. Rich's attention to detail and his depth of experience of building codes, constructability measures and quality design will ensure a clear and complete set of documents. Rich will also be responsible for facilitating the flow of information during the construction phase including inspections for quality control, substantial and final completion, close-out documentation and field issues.



Booker High School



"TTT" High School



Sarasota High School

RELATED PROJECT EXPERIENCE	COST	SIZE
Monroe County Transportation/Internal Services Facility	\$13,919,952	22,387 SF
Martin County High School	\$1,100,000	70,326 SF
Booker High School - Additions & Renovations	\$47,500,000	300,000 SF
Sarasota High School - Renovations & Additions	\$33,000,000	154,000 SF
Apopka Elementary - Additions & Renovations	\$11,500,000	25,000 SF
Citrus Ridge Academy	\$43,000,000	200,000 GSF
Winter Haven High School	\$22,000,000	199,609 SF
High School "TTT"	\$60,000,000	238,000 SF
Alta Vista Elementary Renovations	\$675,000	12,500 GSF
New Elementary School "B", "D", "L"	\$13,000,000	115,513
Lake Marion Creek K-8 School	\$30,000,000	195,416 SF
K-8 School "BB" and "DD"	\$34,000,000	239,000 SF



ARIF ABDULLA

QUALITY ASSURANCE/
QUALITY CONTROL

EDUCATION
B.S. IN ARCHITECTURE,
UNIVERSITY OF TORONTO

YEARS OF EXPERIENCE
28 YEARS

CERTIFICATIONS
FLORIDA REGISTERED ARCHITECT
LEED AP BD+C

Arif has practiced architecture for over 28 years and has specialized in community-oriented and educational design. He is adept at building consensus and has a keen eye for design. As quality assurance for the project, he will ensure the design is compliant with the school districts expectations, he will build the project the school boards stated requirements. He will be your day-to-day contact and will be responsible for budget and schedule management, consultant document coordination as well as status reporting.



Cypress Creek High School



Gerald Adams Elementary School



"TTT" High School

RELATED PROJECT EXPERIENCE	COST	SIZE
Monroe County Gerald Adams Elementary School	\$37,331,678	100,000 SF
Monroe County Stanley Switlik Elementary School	\$37,459,151	87,554 SF
Monroe County Transportation/Internal Services Facility	\$13,919,952	22,387 SF
High School "TTT"	\$60,000,000	238,000 SF
Wiregrass Elementary School (fka Prototype "W")	\$19,800,000	90,000 SF
Connerton Elementary School	\$16,300,000	91,359 GSF
Prine Elementary School - Three Portable Classroom Relocations	\$12,500,000	113,000 SF
Venice Middle School - HVAC Replacement	\$12,000,000	14,169 SF
Cypress Creek Middle/High School	\$45,000,000	264,029 GSF
Bashaw Elementary School - Renovations and Expansion	\$9,500,000	97,642 SF
Central Keys Transportation & Bus Maintenance Facility	\$3,000,000	8,500 SF



JIM CLEES

LANDSCAPE ARCHITECT

EDUCATION

B.S. IN LANDSCAPE ARCHITECTURE,
UNIVERSITY OF FLORIDA

YEARS OF EXPERIENCE

28 YEARS

CERTIFICATIONS

FLORIDA REGISTERED
LANDSCAPE ARCHITECT

Jim is an award-winning landscape architect and is the Director of Harvard Jolly's Landscape Architecture Department. He is a certified arborist and brings over 19 years experience in this industry. Jim has been essential in providing multiple clients with design studies, master planning, planting plans, additions and renovations and new facilities' landscape design. He creates quality exterior spaces through functional designs, site-sensitive planning, and aesthetic enhancements. Most importantly, Jim helps clients create a vision for their projects and follows it through from design to implementation.



Booker High School



Charlotte High School



Lemon Bay High School

RELATED PROJECT EXPERIENCE	COST	SIZE
Monroe County Gerald Adams Elementary School	\$37,331,678	100,000 SF
Monroe County Stanley Switlik Elementary School	\$37,459,151	87,554 SF
Monroe County Transportation/Internal Services Facility	\$13,919,952	22,387 SF
Charlotte High School - Replacement	\$87,000,000	392,707 GSF
Lemon Bay High School - Replacement	\$76,000,000	366,000 SF
Sarasota High School - Renovations & Additions	\$33,000,000	154,000 SF
Booker High School - Additions & Renovations	\$47,500,000	300,000 SF
Cypress Creek Middle/High School	\$45,000,000	264,029 GSF
Seminole High School - Additions & Renovations	\$56,000,000	366,600 GSF
Auburndale Senior High School	\$23,400,000	157,921 SF
Winter Haven High School	\$22,000,000	199,609 SF
Boca Ciega High School	\$52,500,000	369,701 GSF
Riverside Elementary School	\$12,600,000	93,795 SF
Citrus Ridge Academy	\$43,000,000	200,000 GSF



HARRY PORTELLOS

SENIOR MECHANICAL ENGINEER

Twenty-five years with extensive experience in mechanical engineering design, including all phases of HVAC, plumbing, and fire protection systems from the preliminary design through construction administration. Experienced in the design of K-12 schools, colleges, universities, fire stations, County/City Government, restaurants, hospitals, office buildings and other commercial projects. Experience in all current ASHRAE, ADA, NFPA, the Florida Building Code compliance requirements. Responsible for project engineering production, design concept and layout, cooling load and fire protection calculations, life-cycle cost analysis, construction administration, field surveys, report preparation, and review of specifications, submittals, and shop drawings. Harry has specialized experience providing LEED energy modeling for over 10 projects.

AGI Anston-Creswell, Inc.
Advanced Mechanical Engineering Solutions

EDUCATION:

BSME MECHANICAL ENGINEERING,
UNIVERSITY OF FLORIDA

YRS OF EXPERIENCE:

25 YEARS

CERTIFICATIONS:

FLORIDA PROFESSIONAL ENGINEER
LEED AP BD+C
CXA PROFESSIONAL



RELATED PROJECT EXPERIENCE

COST

SIZE

Monroe County Marathon High School - Athletic Complex	\$12,111,505	532,400 SF
Monroe County Stainley Switlik Elementary School	\$37,459,151	87,554 SF
Gerald Adams Elementary School	\$37,331,678	100,000 SF
Monroe County Transportation/Internal Services Facility	\$13,919,952	22,387 SF
Plantation Key K-8 School	\$32,000,000	102,000 SF
R.B. Stewart Middle School Gymnasium Replacement	\$3,835,690	22,734 SF
Horace O'Bryant K-8 Middle/Elementary School Replacement	\$33,130,329	300,000 SF
Northwest Multi Purpose Gymnasium Expansion	\$1,674,000	9,000 SF
Multi-Purpose Gym @ All Peoples Life Center Park	\$7,500,000	40,360 SF



ROBERT ANSTON

ELECTRICAL ENGINEER

Robert Anston possesses extensive experience in all phases of electrical engineering design and construction including primary service, power distribution, indoor and outdoor lighting, and special systems, such as fire alarm, CCTV, intercom, music/page, security, telephone, grounding, voice/data networking, audio-visual systems, and control systems. Rob is experienced in a wide variety of projects which includes K-12 schools and is very familiar with Monroe County Schools standards, colleges, universities, churches, recreational and community centers, television and radio stations, health care, museums, libraries, Veterans Administration, United States Armed Forces, and commercial projects. He has a specialized experience with today's modern high technology educational facilities.

AGI Anston-Creswell, Inc.
Advanced Mechanical Engineering Solutions

EDUCATION:

BSME ELECTRICAL ENGINEERING,
UNIVERSITY OF FLORIDA
BSME MECHANICAL ENGINEERING
LEHIGH UNIVERSITY

YRS OF EXPERIENCE:

38 YEARS

CERTIFICATIONS:

FLORIDA PROFESSIONAL ENGINEER

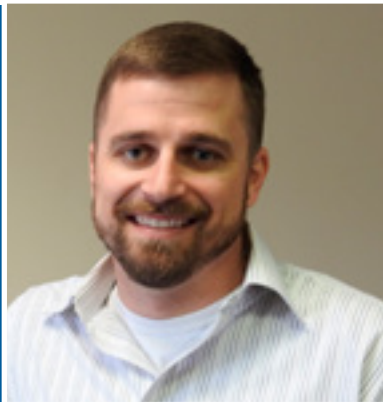


RELATED PROJECT EXPERIENCE

COST

SIZE

Monroe County Stainley Switlik Elementary School	\$37,459,151	87,554 SF
Monroe County Gerald Adams Elementary School	\$37,331,678	100,000 SF
Monroe County Marathon High School - Athletic Complex	\$12,111,505	532,400 SF
Monroe County Transportation/Internal Services Facility	\$13,919,952	22,387 SF
County Wide Soccer Complex - Sports Lighting	\$11,010,420	4,500 SF
Plantation Key K-8 School	\$32,000,000	102,000 SF
Horace O'Bryant K-8 Middle/Elementary	\$33,130,329	300,000 SF
Key Largo K-8 Middle/Elementary School	\$22,000,000	159,276 SF
R.B. Stewart Middle School Gymnasium Replacement	\$3,835,690	22,734 SF
Cypress Creek Middle School	\$40,447,721	192,000 SF



JUSTIN DUNCAN STRUCTURAL ENGINEER

Justin Duncan is the Office Director for Pennoni, a division of McCarthy & Associates. He has worked extensively on both large-scale and small-scale projects and specializes in the design of concrete buildings, steel buildings, masonry buildings, wood-framed buildings, precast concrete, post-tension slab design and composite steel framing. His project management skills have allowed him to manage each project from the early schematic phases through the construction phase to the completion of the building and his attention to detail allows him to design his projects very efficiently and thus producing the most cost-effective designs available.



EDUCATION:

MS CIVIL ENGINEERING,
UNIVERSITY OF SOUTH FLORIDA
BS ENGINEERING,
FLORIDA STATE UNIVERSITY

YRS OF EXPERIENCE:

25 YEARS

CERTIFICATIONS:

FLORIDA PROFESSIONAL ENGINEER



Switlik Elementary School

RELATED PROJECT EXPERIENCE

COST

SIZE

Monroe County Gerald Adams Elementary School	\$37,331,678	100,000 SF
Monroe County Stanley Switlik Elementary School	\$37,459,151	87,554 SF
Monroe County Transportation/Internal Services Facility	\$13,919,952	22,387 SF
The Studios at Key West	In construction	16,000 SF
YMCA of the Suncoast – Citrus County YMCA	\$6,000,000	30,425 SF
Frederick Douglas Recreation Center	\$1,500,000	19,132 SF
Pinellas County School Board - Largo Replacement High School	\$54,000,000	229,000 SF
City of Clearwater - Sid Lickton Sports Complex	\$3,300,000	9,700 SF



ALLEN PEREZ CIVIL ENGINEER

Allen Perez has more than twenty-five (25) years of experience in roadway design, sanitary sewer systems, stormwater systems, potable water systems, and general civil engineering services. His experience includes the management and technical preparation of master plans, construction documents, permit submittals, and construction services for a wide variety of development activity. Allen has been providing professional engineering services, from his Key West office, for projects throughout the Florida Keys for over eighteen (18) years. Allen's engineering design experience is fairly diversified and includes hydraulic and hydrologic computer modeling of storm water management systems; the design of potable and sanitary utility systems, pump stations, paving and grading design.



EDUCATION:

MS CIVIL ENGINEERING,
BS CIVIL ENGINEERING,
UNIVERSITY OF SOUTH FLORIDA

YRS OF EXPERIENCE:

25 YEARS

CERTIFICATIONS:

FLORIDA PROFESSIONAL ENGINEER



Gerald Adams Elementary School

RELATED PROJECT EXPERIENCE

COST

SIZE

Monroe County Stanley Switlik Elementary School	\$37,459,151	87,554 SF
Monroe County Marathon High Athletic Complex	\$12,111,505	532,400 SF
Monroe County Gerald Adams Elementary School	\$37,331,678	100,000 SF
Monroe County Transportation/Internal Services Facility	\$13,919,952	22,387 SF
Plantation Key School	\$32,000,000	102,000 SF
Horace O'Bryant School	\$33,130,329	300,000 SF
FKCC Marine Technology Building	\$5,000,000	34,000 SF
Stock Island Fire Station	\$5,000,000	43,560 SF
Key Largo Fire Station	\$3,000,000	34,848 SF

4. PROJECT UNDERSTANDING AND APPROACH

OUR INITIAL APPROACH TO THE SITE

TEAM APPROACH

The Ajax/Harvard Jolly team's approach to the Key West High School Backyard Design Build project has been developed based on our collective history and experience with both Monroe County Schools and with athletic fields. The scope is an in kind replacement due to the limitations and restrictions of the existing footprint available and the surrounding coastal wetlands. The timeline to achieve the desired completion of the project by the beginning of the 2021 Track & Field, Lacrosse and Softball seasons is the basis for the overall Approach with the understanding the Football and Soccer teams practice and games would be held at Tommy Roberts Memorial Stadium on Kennedy Drive in Key West. We have also evaluated an option to provide all work by the start of the 2020 Football practice schedule starting at the beginning of August 2020.

DESIGN CONCEPTS

The design concepts that are included for options A, B and C depict the variations of the Softball and Practice field placements and the associated new parking. Option A is replacing the elements in kind with existing locations and adding parking on the east side of the Weight Room building. Option B has the Softball and Practice fields flipped from the current locations with added parking on the east side of the Weight Room building. Option C has the Softball and Practice field flipped from the current locations with added parking on the south end of the property. Each option has merits and should be evaluated for the desires and requirements of the school and District staff early on to get the project parameters defined.

EXISTING CONDITIONS

The existing conditions have been identified and incorporated into our approach as how they will impact and shape the construction process. The separation of the site for safety of students and staff will be the first priority and achieved with chain link fencing with windscreening material. Controlling access to the work area will be done through the existing service road on the south side of the Weight Room building. Once the fields are under construction, the lay down area for material staging will be very limited with potential uses in the adjacent parking areas. The work will be performed with a sensitivity to the immediately adjacent coastal wetland areas to the east and south property perimeters where protection measures will be installed throughout the project duration.

DESIGN CONCEPT OPTIONS

As several design concept options have been provided, we have also developed two potential Master Project Schedule approaches as discussed above. The first option considers normal design periods and procurement progression and using the Tommy Roberts Memorial Stadium for the 2020 Football and Soccer practice and regular season games. This Base Option would have the facility completed for the 2021 Track & Field, Lacrosse and Softball seasons that begins in January 2021. The second option is shown to evaluate the implications on the project if the work was accelerated both in the design and procurement phases to allow for the completion of the construction phase by the beginning of August 2020. This Accelerated Option would allow Football practice and regular season games to be held on campus. There are several challenges that would need to be addressed to accomplish this option including accelerated design phases and an early release GMP for Sports Lighting and Synthetic Turf packages. The Sports Lighting equipment has a minimum 18 week procurement timeframe after approved shop drawings and is the major driving element for the project in both options. Both potential schedules need discussion and assessment by the District, as there are cost implications that accompany the accelerated option that would need to be considered to determine the option that has the best solution for the District.



OPTION A

GENERAL NOTE: ENSURE ADEQUATE DRAINAGE THROUGHOUT THE IMPROVED FACILITY AND ADJACENT AREAS.

HARD SURFACE WALKWAYS
TO ENABLE EFFICIENT TRANSIT BETWEEN THE FIELDS AND THE SCHOOL BUILDINGS.

FOOTBALL/SOCCER/LACROSSE/TRACK & FIELD
ARTIFICIAL TURF FIELD SURFACE ON EXISTING FOOTPRINT LINED FOR ALL SPORTS AND EVENTS.

EIGHT-LANE IAAF CERTIFIED S200 TRACK SURFACE WITH DEDICATED AREAS FOR HIGH JUMP, LONG JUMP (TWO PITS), POLE VAULT, SHOT PUT AND DISCUS.

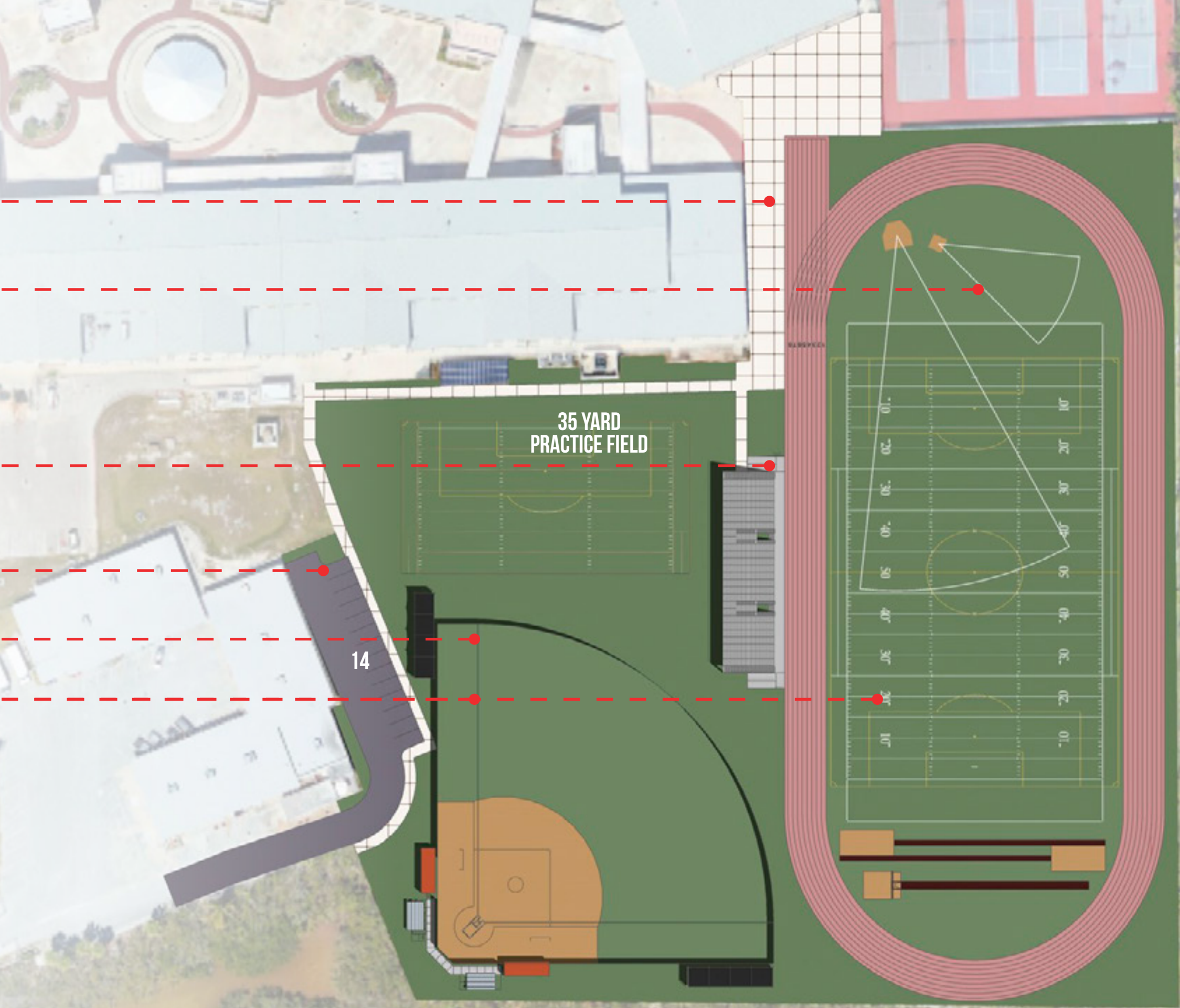
CONCRETE PAD FOR BLEACHER PLACEMENT

PARKING AREA FOR ATHLETIC STAFF AND GAME OFFICIALS

SOFTBALL FIELD
ARTIFICIAL TURF FIELD SURFACE ON EXISTING FOOTPRINT.

SPORTS FIELD LIGHTING
UPGRADE EXISTING TO MUSCO LIGHT EMITTING DIODE (LED). PROPER LIGHT LEVELS REQUIRED.

GENERAL NOTE: INCLUDE PUBLIC ADDRESS SYSTEM, DUGOUTS, DRINKING FOUNTAINS, DAKTRONICS SCOREBOARDS (FOOTBALL AND SOFTBALL); HORIZONTAL NETTING OVER SOFTBALL BLEACHERS AND 6FT HIGH BLACK PVC COATED SECURITY FENCING WITH GATES.



OPTION B

GENERAL NOTE: ENSURE ADEQUATE DRAINAGE THROUGHOUT THE IMPROVED FACILITY AND ADJACENT AREAS.

HARD SURFACE WALKWAYS
TO ENABLE EFFICIENT TRANSIT BETWEEN THE FIELDS AND THE SCHOOL BUILDINGS.

FOOTBALL/SOCCER/LACROSSE/TRACK & FIELD
ARTIFICIAL TURF FIELD SURFACE ON EXISTING FOOTPRINT LINED FOR ALL SPORTS AND EVENTS.

EIGHT-LANE IAAF CERTIFIED S200 TRACK SURFACE WITH DEDICATED AREAS FOR HIGH JUMP, LONG JUMP (TWO PITS), POLE VAULT, SHOT PUT AND DISCUS.

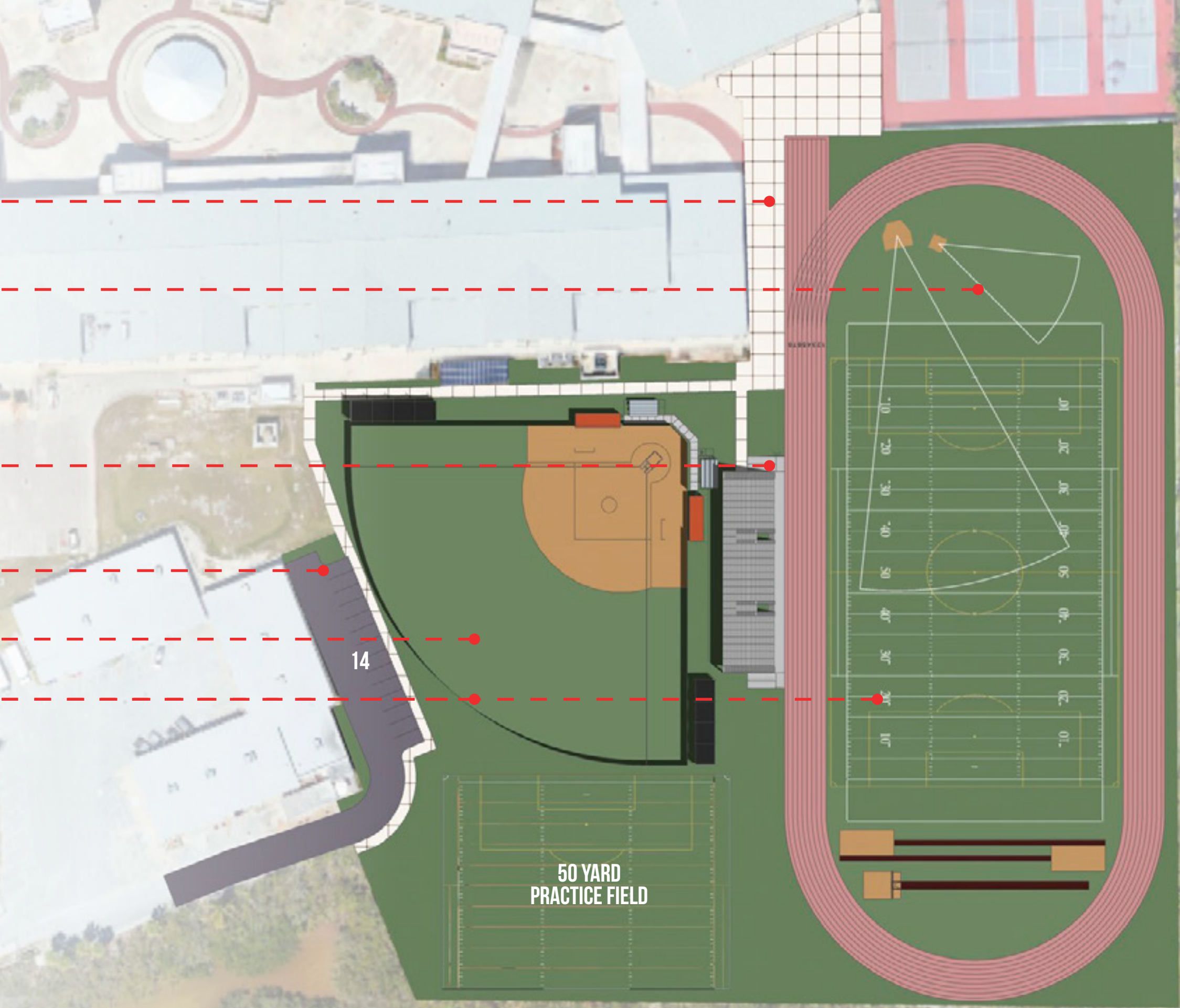
CONCRETE PAD FOR BLEACHER PLACEMENT

PARKING AREA FOR ATHLETIC STAFF AND GAME OFFICIALS

SOFTBALL FIELD
ARTIFICIAL TURF FIELD SURFACE ON EXISTING FOOTPRINT.

SPORTS FIELD LIGHTING
UPGRADE EXISTING TO MUSCO LIGHT EMITTING DIODE (LED). PROPER LIGHT LEVELS REQUIRED.

GENERAL NOTE: INCLUDE PUBLIC ADDRESS SYSTEM, DUGOUTS, DRINKING FOUNTAINS, DAKTRONICS SCOREBOARDS (FOOTBALL AND SOFTBALL); HORIZONTAL NETTING OVER SOFTBALL BLEACHERS AND 6FT HIGH BLACK PVC COATED SECURITY FENCING WITH GATES.



OPTION C

GENERAL NOTE: ENSURE ADEQUATE DRAINAGE THROUGHOUT THE IMPROVED FACILITY AND ADJACENT AREAS.

HARD SURFACE WALKWAYS
TO ENABLE EFFICIENT TRANSIT BETWEEN THE FIELDS AND THE SCHOOL BUILDINGS.

FOOTBALL/SOCCER/LACROSSE/TRACK & FIELD
ARTIFICIAL TURF FIELD SURFACE ON EXISTING FOOTPRINT LINED FOR ALL SPORTS AND EVENTS.

EIGHT-LANE IAAF CERTIFIED S200 TRACK SURFACE WITH DEDICATED AREAS FOR HIGH JUMP, LONG JUMP (TWO PITS), POLE VAULT, SHOT PUT AND DISCUS.

CONCRETE PAD FOR BLEACHER PLACEMENT

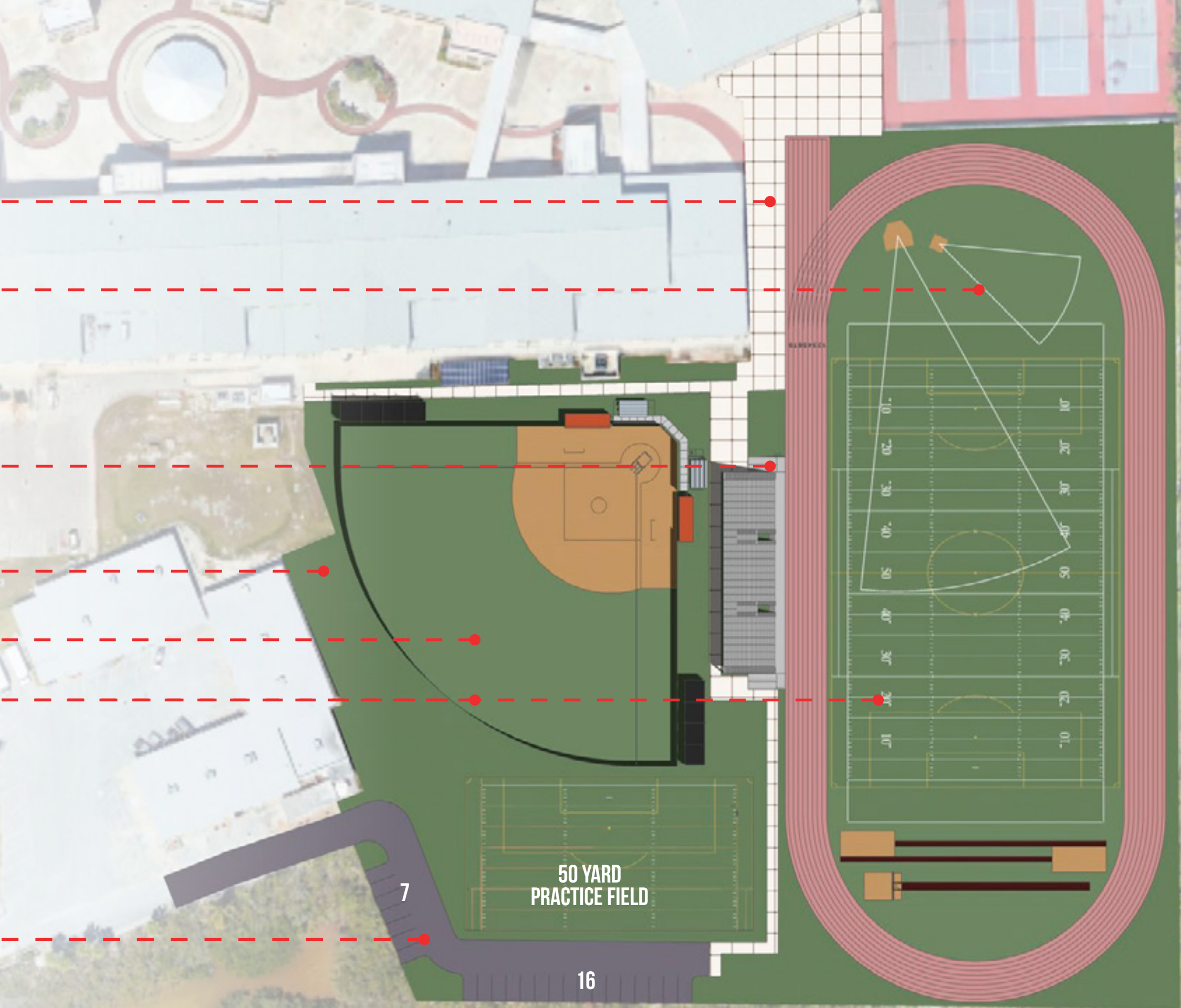
PARKING AREA FOR ATHLETIC STAFF AND GAME OFFICIALS

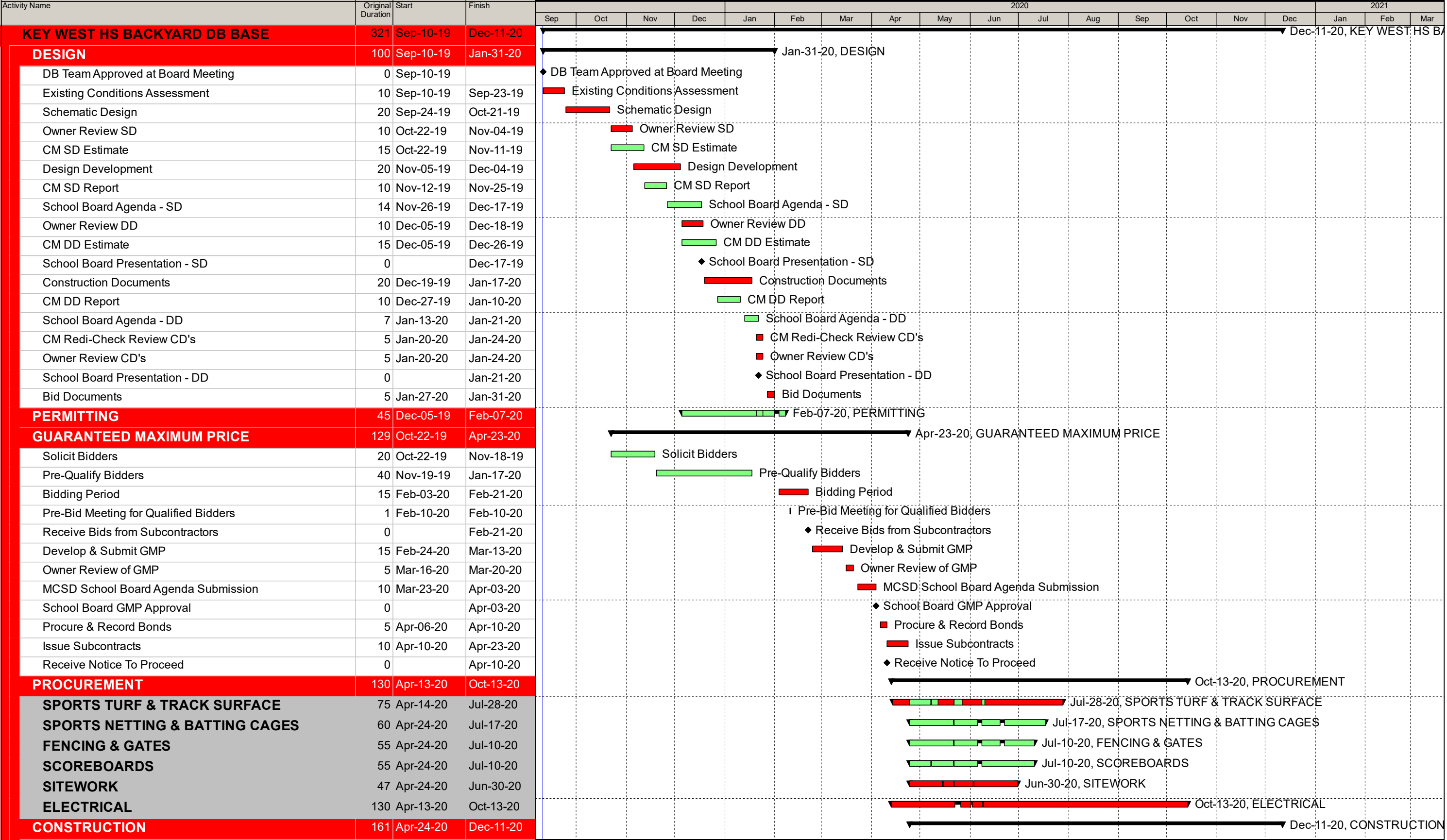
SOFTBALL FIELD
ARTIFICIAL TURF FIELD SURFACE ON EXISTING FOOTPRINT.

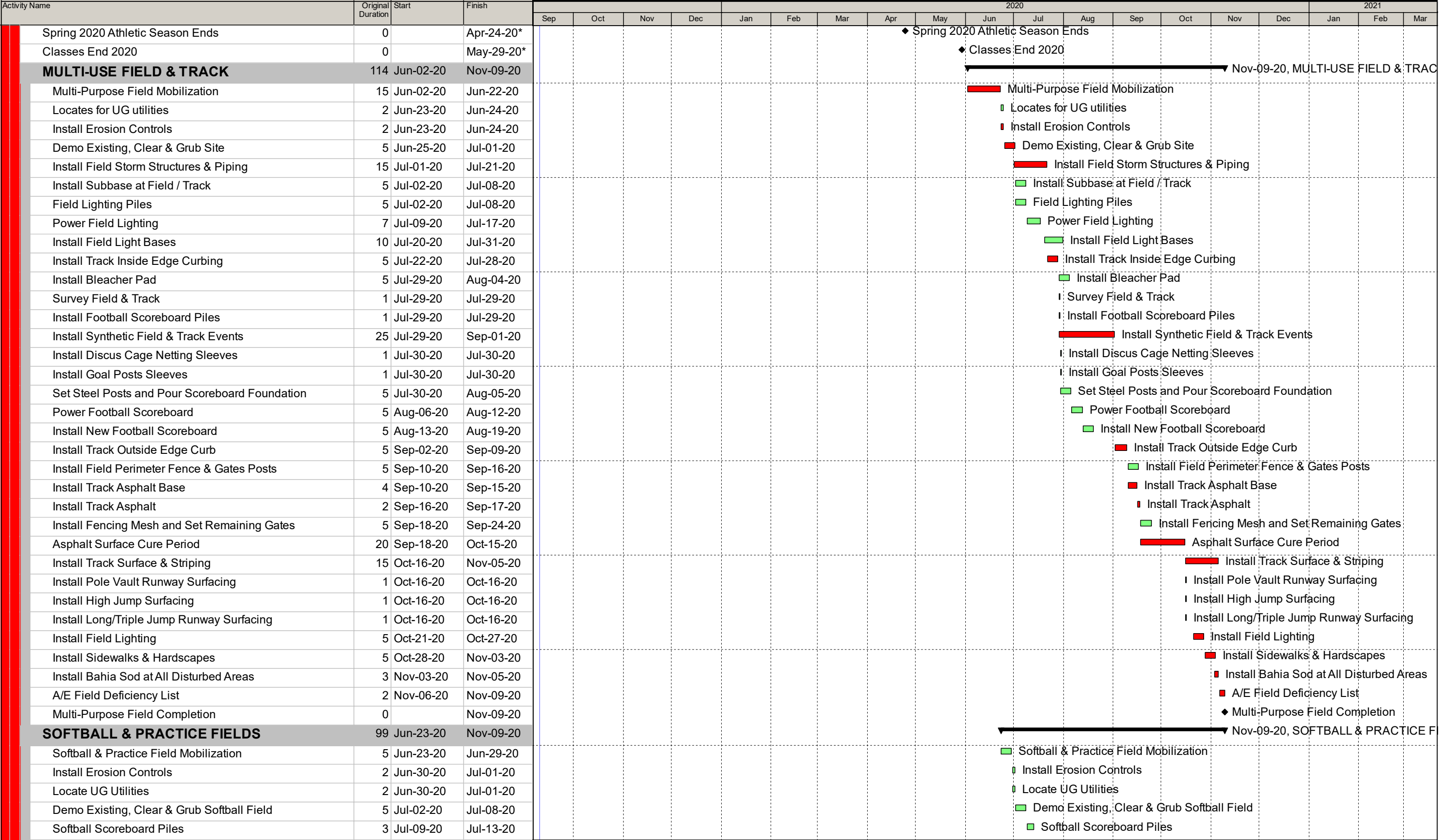
SPORTS FIELD LIGHTING
UPGRADE EXISTING TO MUSCO LIGHT EMITTING DIODE (LED). PROPER LIGHT LEVELS REQUIRED.

GENERAL NOTE: INCLUDE PUBLIC ADDRESS SYSTEM, DUGOUTS, DRINKING FOUNTAINS, DAKTRONICS SCOREBOARDS (FOOTBALL AND SOFTBALL); HORIZONTAL NETTING OVER SOFTBALL BLEACHERS AND 6FT HIGH BLACK PVC COATED SECURITY FENCING WITH GATES.

PARKING AREA FOR ATHLETIC STAFF AND GAME OFFICIALS







Activity Name				Original Duration	Start	Finish	2020												2021											
							Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar					
	Softball Scoreboard Foundations & Posts	5	Jul-14-20	Jul-20-20													■ Softball Scoreboard Foundations & Posts													
	Softball Scoreboard Support Columns	3	Jul-21-20	Jul-23-20													■ Softball Scoreboard Support Columns													
	Install Storm Structures & Piping	15	Jul-24-20	Aug-13-20													■ Install Storm Structures & Piping													
	Softball Scoreboards	5	Jul-24-20	Jul-30-20													■ Softball Scoreboards													
	Form & Pour Softball Dugout Slabs	5	Aug-14-20	Aug-20-20													■ Form & Pour Softball Dugout Slabs													
	Power Field Lighting	10	Aug-14-20	Aug-27-20													■ Power Field Lighting													
	Install Material Bin Enclosure & Slab	5	Aug-14-20	Aug-20-20													■ Install Material Bin Enclosure & Slab													
	Grade Softball Field Subbase	5	Aug-21-20	Aug-27-20														■ Grade Softball Field Subbase												
	Install Dugouts Tube Steel Structure	5	Aug-21-20	Aug-27-20														■ Install Dugouts Tube Steel Structure												
	Install Softball Bleacher Pad	5	Aug-21-20	Aug-27-20														■ Install Softball Bleacher Pad												
	Install Softball Irrigation	5	Aug-28-20	Sep-03-20														■ Install Softball Irrigation												
	Install Dugout Roofs	5	Aug-28-20	Sep-03-20														■ Install Dugout Roofs												
	Survey Home Plate, Bases, Foul Poles	1	Aug-28-20	Aug-28-20														■ Survey Home Plate, Bases, Foul Poles												
	Install Field Light Bases	10	Aug-28-20	Sep-11-20														■ Install Field Light Bases												
	Install Softball Backstop Posts	5	Aug-28-20	Sep-03-20														■ Install Softball Backstop Posts												
	Install Batting Cage Posts	5	Sep-04-20	Sep-11-20														■ Install Batting Cage Posts												
	Install Softball Clay	3	Sep-04-20	Sep-09-20														■ Install Softball Clay												
	Install Softball Fencing & Gate Posts	10	Sep-04-20	Sep-18-20														■ Install Softball Fencing & Gate Posts												
	Install Softball and Practice Field Synthetic Turf	25	Sep-14-20	Oct-16-20														■ Install Softball and Practice Field Synthetic Turf												
	Install Field Light Poles	5	Oct-14-20	Oct-20-20														■ Install Field Light Poles												
	Install Softball Bleachers	2	Oct-19-20	Oct-20-20														■ Install Softball Bleachers												
	Install Dugout Benches & Bat Racks	2	Oct-19-20	Oct-20-20														■ Install Dugout Benches & Bat Racks												
	Install Foul Poles	2	Oct-19-20	Oct-20-20														■ Install Foul Poles												
	Install Sports Netting	5	Oct-19-20	Oct-23-20														■ Install Sports Netting												
	Install Fencing Mesh and Set Remaining Gates	5	Oct-19-20	Oct-23-20														■ Install Fencing Mesh and Set Remaining Gates												
	Install Subbase for Asphalt at Parking Area	3	Oct-21-20	Oct-23-20														■ Install Subbase for Asphalt at Parking Area												
	Install Parking Area Curbing	2	Oct-26-20	Oct-27-20														■ Install Parking Area Curbing												
	Install Sidewalks & Hardscapes	5	Oct-26-20	Oct-30-20														■ Install Sidewalks & Hardscapes												
	Asphalt at New Parking Area	2	Nov-02-20	Nov-03-20														■ Asphalt at New Parking Area												
	Striping & Signage at Parking Area	1	Nov-04-20	Nov-04-20														■ Striping & Signage at Parking Area												
	Install Bahia Sod at All Disturbed Areas	2	Nov-04-20	Nov-05-20														■ Install Bahia Sod at All Disturbed Areas												
	A/E Deficiency List	1	Nov-06-20	Nov-06-20														■ A/E Deficiency List												
Softball & Practice Field Completion	1	Nov-09-20	Nov-09-20														■ Softball & Practice Field Completion													
COMPLETION	22	Nov-10-20	Dec-11-20														■ Dec-11-20, COMPLETION													
Final AHJ Inspection	1	Nov-10-20	Nov-10-20														■ Final AHJ Inspection													
Substantial Completion	1	Nov-11-20	Nov-11-20														■ Substantial Completion													
Closeout	20	Nov-12-20	Dec-11-20														■ Closeout													
Complete A/E Punchlist	10	Nov-12-20	Nov-25-20														■ Complete A/E Punchlist													
As-Built Survey	5	Nov-12-20	Nov-18-20														■ As-Built Survey													
Final Completion	0		Dec-11-20														◆ Final Completion													

Actual Work

Remaining Work

Critical Remaining Work

◆ Milestone

➤ Summary

KEY WEST HS BACKYARD DB BASE

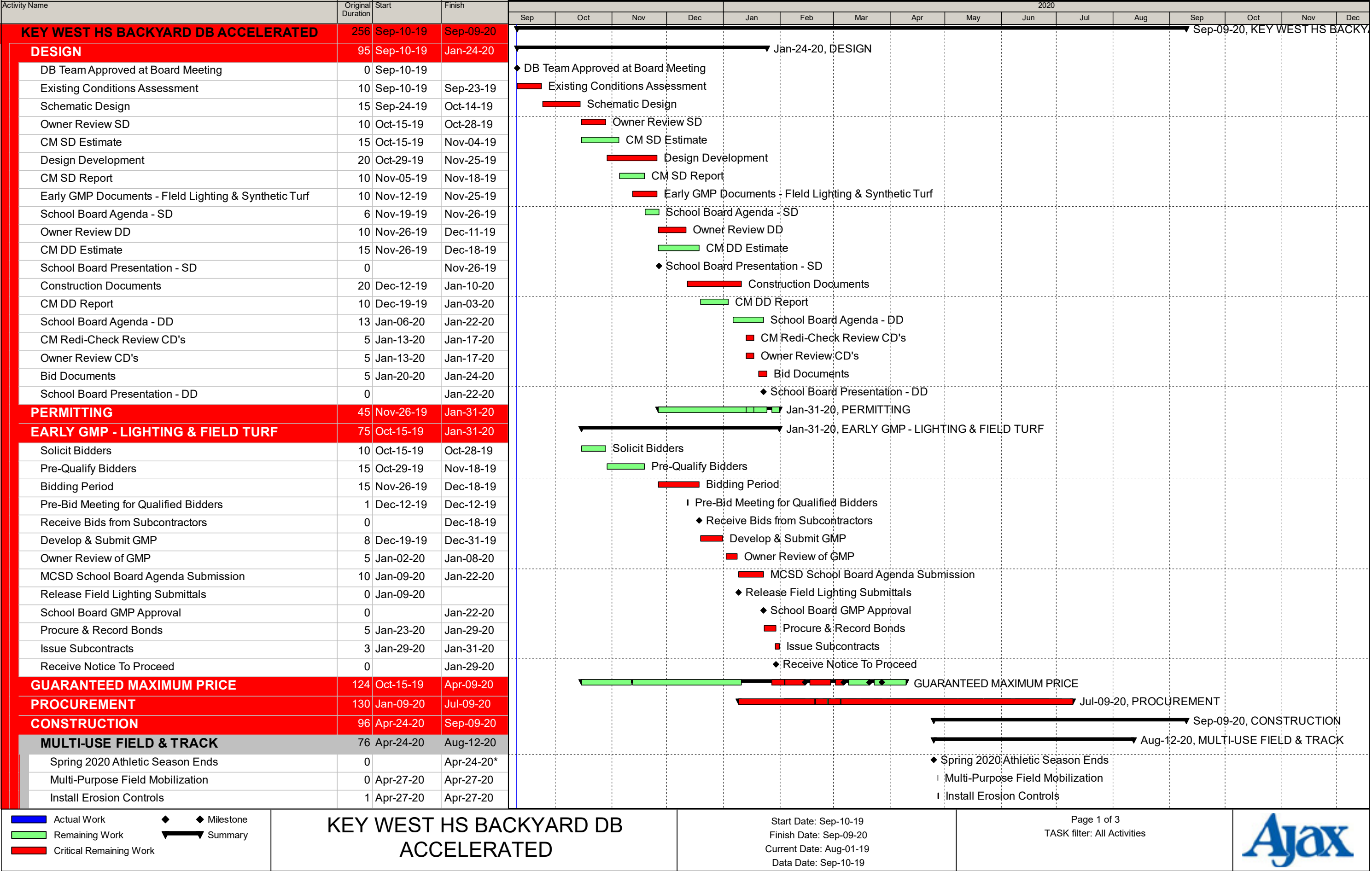
Start Date: Sep-10-19

Finish Date: Dec-11-20

Current Date: Aug-01-19

Data Date: Sep-10-19





Activity Name		Original Duration	Start	Finish	2020													
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
	Demo Existing, Clear & Grub Site	3	Apr-28-20	Apr-30-20									■ Demo Existing, Clear & Grub Site					
	Install Field Storm Structures & Piping	10	Apr-30-20	May-13-20									■ Install Field Storm Structures & Piping					
	Install Subbase at Field / Track	5	May-01-20	May-07-20									■ Install Subbase at Field / Track					
	Field Lighting Piles	5	May-01-20	May-07-20									■ Field Lighting Piles					
	Power Field Lighting	7	May-08-20	May-18-20									■ Power Field Lighting					
	Install Track Inside Edge Curbing	3	May-13-20	May-15-20									■ Install Track Inside Edge Curbing					
	Install Bleacher Pad	5	May-18-20	May-22-20									■ Install Bleacher Pad					
	Survey Field & Track	1	May-18-20	May-18-20									I Survey Field & Track					
	Install Football Scoreboard Piles	1	May-18-20	May-18-20									I Install Football Scoreboard Piles					
	Install Synthetic Field & Track Events	20	May-18-20	Jun-15-20									■ Install Synthetic Field & Track Events					
	Install Discus Cage Netting Sleeves	1	May-19-20	May-19-20									I Install Discus Cage Netting Sleeves					
	Install Goal Posts Sleeves	1	May-19-20	May-19-20									I Install Goal Posts Sleeves					
	Set Steel Posts and Pour Scoreboard Foundation	3	May-19-20	May-21-20									■ Set Steel Posts and Pour Scoreboard Foundation					
	Install Field Light Bases	10	May-19-20	Jun-02-20									■ Install Field Light Bases					
	Power Football Scoreboard	3	May-22-20	May-27-20									■ Power Football Scoreboard					
	Install Track Outside Edge Curb	2	Jun-16-20	Jun-17-20									■ Install Track Outside Edge Curb					
	Install Sidewalks & Hardscapes	4	Jun-18-20	Jun-23-20									■ Install Sidewalks & Hardscapes					
	Install Track Asphalt Base	3	Jun-18-20	Jun-22-20									■ Install Track Asphalt Base					
	Install Track Asphalt	2	Jun-18-20	Jun-19-20									■ Install Track Asphalt					
	Asphalt Surface Cure Period	20	Jun-22-20	Jul-17-20									■ Asphalt Surface Cure Period					
	Install Field Perimeter Fence & Gates Posts	3	Jun-29-20	Jul-01-20									■ Install Field Perimeter Fence & Gates Posts					
	Install New Football Scoreboard	5	Jun-29-20	Jul-03-20									■ Install New Football Scoreboard					
	Install Bahia Sod at All Disturbed Areas	3	Jul-02-20	Jul-06-20									■ Install Bahia Sod at All Disturbed Areas					
	Install Fencing Mesh and Set Remaining Gates	2	Jul-02-20	Jul-03-20									■ Install Fencing Mesh and Set Remaining Gates					
	Install Field Lighting	4	Jul-10-20	Jul-15-20									■ Install Field Lighting					
	A/E Field Deficiency List	1	Jul-16-20	Jul-16-20									I A/E Field Deficiency List					
	Install Track Surface & Striping	15	Jul-20-20	Aug-07-20									■ Install Track Surface & Striping					
	Install Pole Vault Runway Surfacing	1	Jul-20-20	Jul-20-20									I Install Pole Vault Runway Surfacing					
	Install High Jump Surfacing	1	Jul-20-20	Jul-20-20									I Install High Jump Surfacing					
	Install Long/Triple Jump Runway Surfacing	1	Jul-20-20	Jul-20-20									I Install Long/Triple Jump Runway Surfacing					
	Football Practice Starts 2020 Season	0	Aug-03-20*										◆ Football Practice Starts 2020 Season					
	Football Practice Starts on Practice Field	5	Aug-03-20	Aug-07-20									■ Football Practice Starts on Practice Field					
	Multi-Purpose Field Completion	0		Aug-07-20									◆ Multi-Purpose Field Completion					
	Classes Start 2020 School Year	0	Aug-12-20*										◆ Classes Start 2020 School Year					
	SOFTBALL & PRACTICE FIELDS	76	Apr-27-20	Aug-12-20									■ Aug-12-20, SOFTBALL & PRACTICE FIELDS					
	Softball & Practice Field Mobilization	0	Apr-27-20	Apr-27-20									I Softball & Practice Field Mobilization					
	Install Erosion Controls	2	Apr-27-20	Apr-28-20									■ Install Erosion Controls					
	Locate UG Utilities	2	Apr-27-20	Apr-28-20									■ Locate UG Utilities					
	Demo Existing, Clear & Grub Softball Field	3	May-01-20	May-05-20									■ Demo Existing, Clear & Grub Softball Field					
	Softball Scoreboard Piles	2	May-08-20	May-11-20									■ Softball Scoreboard Piles					
	Softball Scoreboard Foundations & Posts	4	May-12-20	May-15-20									■ Softball Scoreboard Foundations & Posts					
	Install Storm Structures & Piping	5	May-14-20	May-20-20									■ Install Storm Structures & Piping					
	Softball Scoreboard Support Columns	3	May-18-20	May-20-20									■ Softball Scoreboard Support Columns					

Activity Name		Original Duration	Start	Finish	2020													
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
<div></div>	Form & Pour Softball Dugout Slabs	4	May-21-20	May-27-20										■	Form & Pour Softball Dugout Slabs			
	Power Field Lighting	5	May-21-20	May-28-20										■	Power Field Lighting			
	Install Material Bin Enclosure & Slab	3	May-21-20	May-26-20										■	Install Material Bin Enclosure & Slab			
	Grade Softball Field Subbase	3	May-28-20	Jun-01-20										■	Grade Softball Field Subbase			
	Install Dugouts Tube Steel Structure	5	May-28-20	Jun-03-20										■	Install Dugouts Tube Steel Structure			
	Install Softball Bleacher Pad	3	May-28-20	Jun-01-20										■	Install Softball Bleacher Pad			
	Install Field Light Bases	5	May-29-20	Jun-04-20										■	Install Field Light Bases			
	Install Softball Irrigation	5	Jun-02-20	Jun-08-20										■	Install Softball Irrigation			
	Survey Home Plate, Bases, Foul Poles	1	Jun-02-20	Jun-02-20										■	Survey Home Plate, Bases, Foul Poles			
	Install Dugout Roofs	5	Jun-04-20	Jun-10-20										■	Install Dugout Roofs			
	Install Softball Clay	3	Jun-09-20	Jun-11-20										■	Install Softball Clay			
	Install Softball and Practice Field Synthetic Turf	25	Jun-16-20	Jul-20-20										■	Install Softball and Practice Field Synthetic Turf			
	Softball Scoreboards	5	Jun-29-20	Jul-03-20										■	Softball Scoreboards			
	Install Softball Backstop Posts	5	Jun-29-20	Jul-03-20										■	Install Softball Backstop Posts			
	Install Batting Cage Posts	3	Jul-06-20	Jul-08-20										■	Install Batting Cage Posts			
	Install Softball Fencing & Gate Posts	5	Jul-06-20	Jul-10-20										■	Install Softball Fencing & Gate Posts			
	Install Field Light Poles	3	Jul-16-20	Jul-20-20										■	Install Field Light Poles			
	Install Subbase for Asphalt at Parking Area	3	Jul-21-20	Jul-23-20										■	Install Subbase for Asphalt at Parking Area			
	Install Softball Bleachers	2	Jul-21-20	Jul-22-20										■	Install Softball Bleachers			
	Install Dugout Benches & Bat Racks	2	Jul-21-20	Jul-22-20										■	Install Dugout Benches & Bat Racks			
	Install Foul Poles	2	Jul-21-20	Jul-22-20										■	Install Foul Poles			
	Install Sports Netting	3	Jul-21-20	Jul-23-20										■	Install Sports Netting			
	Install Fencing Mesh and Set Remaining Gates	3	Jul-21-20	Jul-23-20										■	Install Fencing Mesh and Set Remaining Gates			
	Install Parking Area Curbing	2	Jul-24-20	Jul-27-20										■	Install Parking Area Curbing			
	Install Sidewalks & Hardscapes	3	Jul-24-20	Jul-28-20										■	Install Sidewalks & Hardscapes			
	Asphalt at New Parking Area	2	Jul-28-20	Jul-29-20										■	Asphalt at New Parking Area			
	Install Bahia Sod at All Disturbed Areas	2	Jul-29-20	Jul-30-20										■	Install Bahia Sod at All Disturbed Areas			
	Striping & Signage at Parking Area	1	Jul-30-20	Jul-30-20										■	Striping & Signage at Parking Area			
	A/E Deficiency List	1	Jul-31-20	Jul-31-20										■	A/E Deficiency List			
	Softball & Practice Field Completion	1	Aug-03-20	Aug-03-20										■	Softball & Practice Field Completion			
	Classes Start 2020 School Year	0	Aug-12-20*											◆	Classes Start 2020 School Year			
	COMPLETION	22	Aug-10-20	Sep-09-20										➤	Sep-09-20, COMPLETION			
	Final AHJ Inspection	1	Aug-10-20	Aug-10-20										■	Final AHJ Inspection			
	Substantial Completion	1	Aug-11-20	Aug-11-20										■	Substantial Completion			
	Closeout	20	Aug-12-20	Sep-09-20										■	Closeout			
	Complete A/E Punchlist	10	Aug-12-20	Aug-25-20										■	Complete A/E Punchlist			
	As-Built Survey	5	Aug-12-20	Aug-18-20										■	As-Built Survey			
	Final Completion	0		Sep-09-20										◆	Final Completion			

5. DELIVERABLE QUALITY, PROJECT SCHEDULE, AND SAFETY CONTROLS

OUR APPROACH TO DESIGN

A successful project begins and ends with collaboration and communication. Outlined below are the steps our Design Build team suggests as a starting point in delivering this project in a highly collaborative and efficient manner for the upcoming “backyard” project at Key West High School

IDENTIFYING THE STAKEHOLDERS, DECISION MAKING AND REVIEW PROCESS

Harvard Jolly and Ajax’s innate culture promotes a collaborative and inclusive design and delivery process. We begin by identifying a list of decision makers and stakeholders as it relates to the project and design process. This informs the entire team of the decision making structure and allows a collaborative approach for this project, which is of particular significance when working with multiple user groups in a design/build fashion. The team will work with the Monroe County Schools staff to identify the key personnel, their appropriate level of involvement considering each expertise and to how most efficiently utilize their input.

COMMUNICATION AND COLLABORATION

A consistent overall is to create an open exchange of ideas between all parties with honesty, integrity, fairness, and mutual respect. As Principal-in-Charge Steve Johnson will be the day-to-day contact for the design side of the team and is tasked to ensure that all team communication is efficient and clearly directed. The utilization of meeting minutes, FTP site, phone calls and in person communication, e-mail, website technology as well as our cloud computing/mobile workstation technology fosters communication and collaboration throughout the entire design and construction process. The team-oriented attitude and desire for everyone to succeed helps ensure that decisions are made professionally with all team members’ interests respected.

PROGRAMMING

Programming forms the foundation upon which the subsequent design process is based; therefore its importance cannot be overstated. Our team looks forward to engaging all appropriate stakeholders (faculty, staff, students, facilities planning personnel, administration, etc.) in an iterative, participatory, consensus-building process that accurately defines and balances the program needs, project schedule, phasing and budget with Key West High School’s vision for this project.

SCHEMATIC DESIGN

Using the information gathered during the program verification meeting, the specific needs established and the existing facility documents, the Harvard Jolly team will develop a schematic design, including options. A Lean operation discussion will take place at

the beginning of this phase. We will work closely with Monroe Schools, the stakeholders and Ajax to refine the planning solution which results in the most efficient use of space and responds to the stated functional, efficiency, and user requirements.

Existing building and site review and analysis will be occurring simultaneously with this by Harvard Jolly and our team of consultants. We will examine the as-built drawings and check them against actual built conditions in the field to confirm that adequate clearances are maintained. In addition, preparation and coordination of CAD files of the existing facility will be prepared.

DESIGN DEVELOPMENT

Using the schematic design and feedback provided during review, the Harvard Jolly team will adjust and modify the design and will then schedule a meeting(s) as necessary to develop the final design and document the needs of the user groups as it pertains to services, utilities, equipment, fixtures, and function. To maintain the schedule of the project, all disciplines will be working simultaneously to gather information that affects the design.

The design will be documented and submitted for review for approval. Large scale plans of each discipline, sections, elevations and details of design components will be prepared and submitted in a fashion that leads itself to be utilized in the construction documents to assure carry-over of intent.

SCHEDULE CONTROL

Our approach involves establishing the schedule in initial team meetings to provide input and phased development, establish due dates for deliverables and provide comment to project coordination, agency/client reviews or other internal factors. Schedule and manpower demands will be monitored at weekly in-house coordination meetings. Manpower will be adjusted to meet schedule demands.

Team coordination meetings will be held to discuss developments, exchange information coordinate among design disciplines and monitor the schedule. Minutes will be taken and maintained to track decisions. Regular construction meetings will be held at the site. Owner required information deadlines would be defined in the schedule. Milestone deadlines will be tracked. The schedule will be updated as required to keep all team members informed of the status of the schedule and their commitments. It is critical that the team work together in orchestrating the final schedule for this project. As a part of our initial team overview of the project, we would expect all team members to commit to the effort necessary to achieve the predetermined schedule.

As your Design Builder Ajax will serve as your single-point of contact. Performance, accountability, and all jobsite performances fall under our watch.

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"

SCHEDULING

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 Design Builder program we implement is comprised of these four phases:

PHASE 1 – PROJECT PLANNING

- » Facilitate Scheduling Workshop
- » Develop Key Milestones
- » Determine Project Phasing
- » Create Master Schedule

PHASE 2 - DESIGN PHASE

- » Monitor Design Phase Schedule
- » Secure Long Lead Purchase Items
- » Schedule Bid Process
- » Develop Detailed Schedule
- » Monitor Permitting Schedule

PHASE 3 - CONSTRUCTION PHASE

- » Track Performance & Update Weekly
- » Crew/Cost Load Activities when Needed
- » Mitigate Scheduling Impacts
- » Include Transition Activities

PHASE 4 – TRANSITION / OCCUPANCY

- » Coordinate Commissioning & Inspections
- » Coordinate Transition & Occupancy
- » Establish Warranty Management



SCHEDULING EXAMPLE NO. 1

PINELLAS COUNTY SCHOOLS | BOCA CIEGA HIGH

With input from the owner and school staff, Ajax was able to develop a phasing plan that allowed the staff and students to remain on campus throughout the course of the construction project. In general terms, separate areas of the campus were completed and then turned over to the school for their use. Once those areas were occupied, then the areas that the students and staff were previously using were taken over and construction activities commenced in those areas. Much coordination and planning was required to ensure separation of the construction and the school to maintain safe access for all campus users and visitors. Ajax was in constant contact with the school staff to ensure that ongoing coordination was always at the forefront of the planning of daily activities on the campus.

SCHEDULING EXAMPLE NO. 2

CHARLOTTE COUNTY PUBLIC SCHOOLS | CHARLOTTE HIGH

The schedule was monitored on a daily basis and updated on a weekly basis. These updates were given to subcontractors on a weekly basis. The schedule was given to owner on a bi-monthly basis and discussed at every OAC meeting. The entire Team stayed on top of the schedule with regards to field activities and material procurement and delivery. We discussed our are weekly staff meetings, subcontractor meetings and engineering meetings. The Team also called vendors and manufacturers direct to make sure we had the most current and updated information so that we could pre-plan and resolve conflicts in a timely manner.

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

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.

SCHEDULING EXAMPLE NO. 3

PINELLAS COUNTY SCHOOLS | LARGO HIGH

At Largo High School the project team elected to use tilt wall construction in lieu of masonry. When performing cost and schedule analysis's on both projects, Ajax determined that the cost difference between tilt wall and masonry with stucco was virtually a wash. However, because of the size and heights of the buildings on both projects, the tilt option actually shortened the overall duration of the project and therefore reduced General Conditions cost. Another factor used in selecting this option was that during the bidder solicitation and prequalification process it became apparent that the number of qualified masons in the area was limited and created legitimate concerns with regard to meeting schedule. Since the labor hours required for the tilt operation was considerably less than constructing masonry walls, the use of tilt wall construction had a positive impact on both jobs from both a financial and schedule perspective.

COST CONTROL

As your Design Builder, our team will work closely from the onset with the owner and design team 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.

ESTIMATING

Our program is a progressive approach where **early phases build upon one another** until, a guaranteed maximum price (GMP) is established. Our pre-construction approach includes:

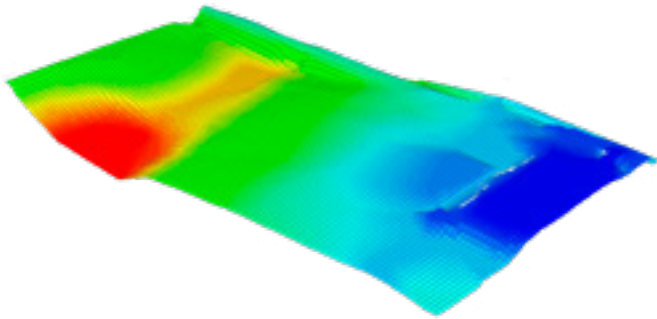
- » **CONCEPTUAL ESTIMATE:** Prepared early in the Design Phase, this estimate is based on concept, confirming that it can be constructed within the budget. It **includes traditional project costs** as applicable to a project, such as site preparation, foundation, structural work, exterior and interior finishes, and roofing work. This is sometimes referred to as an Economic Cost Model or "Target Value" approach and provides a benchmark for the team.
- » **SYSTEMS COST ANALYSIS:** Ajax will provide **total cost comparison** (materials, labor, maintenance, etc.) for each system being considered. For example:
 - » Chilled Water HVAC vs. Variable Refrigerant Flow (VRF)
 - » Block & Brick Multi-Wythe Wall System vs. 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 in this case likely the design development stage. Furthermore, Ajax's GMP will include:

- » Design Coordination
- » Permitting
- » 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.

- » **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 Design Builder 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.

At Ajax, we make sure that the Owner obtains the maximum amount of tax savings through the Owner Direct Purchase Program while taking on no additional risk. All the while, Ajax will be doing the leg work to organize, coordinate, and manage the program.

- » 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



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.

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

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.

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.
- » **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.

QC EXAMPLE NO. 1

PINELLAS COUNTY SCHOOLS | BOCA CIEGA HIGH

As part of the quality control procedures Ajax has in place for all projects, we were able to identify a specific set of details where glass, steel framing, roofing, and exterior metal panels all came together into a single assembly in a clerestory space. Since this area would not be accessible once the project was complete, it was necessary to work out the specific materials and methods on the ground via a detailed mock up of the complete assembly. Successful completion and review of this mock up allowed us to successfully install this complicated assembly in place without issue.

QC EXAMPLE NO. 2

CHARLOTTE COUNTY PUBLIC SCHOOLS | CHARLOTTE HIGH

This project was unique from the beginning. Not only were the structures damaged by Hurricane Charley, but most of the as-builts and existing information were destroyed as well. The Team had to dig deep to find out what ever information we could gleam by talking to school personnel, searching for old photos and satellite images. When an unforeseen condition did surface, the team would move quickly to make the repair, then work together to find a permanent solution. To avoid issues as much as possible, we used locator services, ground penetrating radar and hand dug in areas that we thought could be a major issue. We also had dedicated safety professionals monitoring us each step to ensure that worker safety took precedence over production. This increased caution and care not only as it related to safety, but also promoted active participation in building a quality project. The one main goal was to finish on time and under budget, but most importantly, to do so while excelling in quality and craftsmanship. This began in the field and continued through out the project. From the inception of construction, the specifications and shop drawings were strictly adhered to, but we also took the time to listen to the owners and maintenance staff perspective and ensured what was constructed would last for years to come.

Q C E X A M P L E N O . 3

PINELLAS COUNTY SCHOOLS | LARGO HIGH

On Largo High School we initiated a window testing program conducted by an independent testing agency. The purpose was to ensure that the windows met the design criteria and did not permit the infiltration of water. This process was done prior to the installation of any surrounding drywall/finishes. It was during this process we discovered a manufacturing deficiency that allowed the infiltration of water during the test.

By implementing this protocol we were able to timely identify the issue and have the manufacturer make the necessary corrections before costly rework became necessary.

BUILDING INFORMATION MODELING (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.



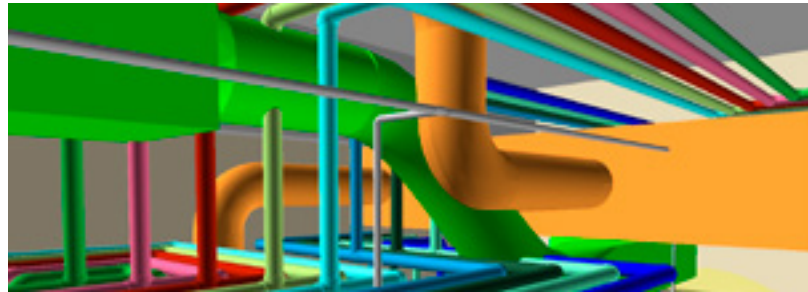
The following are a few examples of how Ajax utilizes Building Information Modeling (BIM) for the benefit of our projects.

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.



POSTCONSTRUCTION "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.

SAFETY MANAGEMENT

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

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.

Ajax has an excellent safety record with a very small percentage of worker's compensation claims.

SITE CLEANLINESS AND HOUSEKEEPING: A safe jobsite is a clean jobsite and we take every step and precaution to ensure our jobsites have the highest level of cleanliness. By executing our predetermined site utilization plan everything has it's place and things run smoothly. The jobsite superintendents, along with Marc Reeves work together to implement every aspect of our safety plan on a daily basis.



EXAMPLE

OSHA CONSULTATION PROGRAM SUNSHINE STATE SAFETY AWARD

The 3 projects below were recipients of the Sunshine State Safety Award. Our Safety Programs as described in this section are mandatory on every Ajax project.

*Pinellas County Schools Boca Ciega High School
Pinellas County Schools Largo High School
Charlotte County Schools Charlotte High School*



LARGO HIGH SCHOOL OSHA AWARD

AWARDS

- » ABC Safety Training and Evaluation Process Award (STEP).
Platinum Level 2004-2009, Gold 2010-2016
- » University of South Florida OSHA Consultation Program -
Sunshine State Safety Recognition Awards
- » US DOL Occupational Safety and Health Administration
- Safety and Health Achievement Recognition Program.
(SHARP) Award Recipient 2006-2017
- » Diamond Level Safety Award (2017)

PROJECT CLOSE-OUT

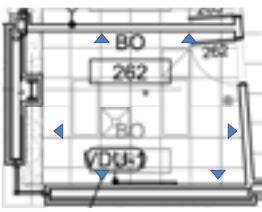
Ajax will assemble and deliver hard copies and electronic copies on CD of closeout documents, parts and operational manual ,and repair and parts manuals.

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

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 the owner and the Design Team.

- » Upon the warranty item being satisfactorily handled, a final detailed report, recapping the problem and the solution is forwarded to the owner and the Design team.
- » All warranty calls are logged and a recap will be sent to the owner 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.



**One
Phone Call**



**Manage
Process**



**Communicate
Progress**



**Sign-off
Each Issue**



**11 Month
Walk-Thru**

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.



6. INSURANCE / BONDING

A. PROFESSIONAL LIABILITY INSURANCE COVERAGE

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

B. WORKERS' COMPENSATION\EMPLOYERS LIABILITY INSURANCE

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

C. COMPREHENSIVE GENERAL LIABILITY

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

D. COMPREHENSIVE AUTOMOBILE LIABILITY

Arch Insurance Company
\$1,000,000

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

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

F. 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2019

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): E-MAIL ADDRESS:	FAX (A/C, No):
CN101636071-0725-GAWUP-19-20 020000	INSURER(S) AFFORDING COVERAGE	
INSURED AJAX BUILDING LLC DBA AJAX GLOBAL INFRASTRUCTURE SOLUTION, INC. 1080 COMMERCE BOULEVARD MIDWAY, FL 32343	INSURER A: Arch Insurance Company	NAIC # 11150
	INSURER B: XL Specialty Insurance Company	37885
	INSURER C: ACE Property and Casualty Insurance Company	20699
	INSURER D: N/A	N/A
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

NYC-010705030-01

REVISION NUMBER: 4

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"/> OC&UR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			11PKG8914310 'SIR: \$750,000'	01/01/2019	01/01/2020	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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			11PKG8914310 (AOS) 11CAB8914410 (MA)	01/01/2019 01/01/2019	01/01/2020 01/01/2020	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 type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		US00064696L119A (\$10,000,000)	01/01/2019	01/01/2020	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)	01/01/2019	01/01/2020	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N <input checked="" type="checkbox"/> A	11WCI8914210 (AOS) 14WCI8925110 (CA,IL,MD,NY,PA,TX)	01/01/2019 01/01/2019	01/01/2020 01/01/2020	<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 2020000 - KWHS Backyard Design Build

Monroe County District School Board is included as an Additional Insured (except for Workers Compensation and Professional / Pollution) as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Monroe County District School Board 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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HARVA-1

OP ID: KM

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
06/13/2019

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 JCJ Insurance Agency 2208 Hillcrest Street Orlando, FL 32803 Mark E. Jackson	321-445-1117	CONTACT NAME: Kristin McIntosh	
		PHONE (A/C, No, Ext): 321-445-1117	FAX (A/C, No): 321-445-1076
		E-MAIL ADDRESS: certs@jcj-insurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Phoenix Insurance Co.	25623
		INSURER B: Travelers Indemnity Co.	25658
		INSURER C: RLI Insurance Company	13056
		INSURER D: Travelers Indemnity Co of Amer	25666
		INSURER E:	
		INSURER F:	

INSURED
Harvard Jolly, Inc.
2714 Dr ML King Jr St. N.
St. Petersburg, FL 33704

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-4H307665	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-1F692578	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-0K88258A	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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"/> Y	N/A	PSW0001698	07/01/2019	07/01/2020	<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
C	Professional Liab			RDP0036589	06/30/2019	06/30/2020	Per Claim 5,000,000 Aggregate 10,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

FORPROP For Proposal Purposes	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

ACORD 25 (2016/03)

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July 18, 2019

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

Re: BONDING CAPACITY REFERENCE LETTER

To Whom It May Concern,

Ajax Building, LLC dba Ajax 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, LLC dba Ajax. The Surety is licensed and authorized to transact business in all 50 States. During Ajax Building, LLC dba Ajax'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, LLC dba Ajax is capable of obtaining a performance bond and a payment bond for the Project, and the Surety for, Ajax Building, LLC dba Ajax 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, LLC dba Ajax 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,




Steven R. Foster
Attorney-in-Fact for
Travelers Casualty and Surety Company of America



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, 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 CORPORATION
109 COMMERCE BLVD
OLDSMAR FL 34677

LICENSE NUMBER: CGC042112

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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Licenses are in process of being changed to Ajax Building LLC dba Ajax


State of Florida Department of State

I certify from the records of this office that AJAX BUILDING, 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 L190000160919.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019 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 Fifteenth day of July, 2019*



Jonathan Zachem
Secretary of State



Tracking Number: 1760154039CU

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

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

State of Florida Department of State

I certify from the records of this office that HARVARD JOLLY, INC. is a corporation organized under the laws of the State of Florida, filed on March 15, 1972.

The document number of this corporation is 603450.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 15, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifteenth day of January, 2019*



A. J. H.
Secretary of State

Tracking Number: 1267966265CU

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

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

Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECT CORPORATION HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HARVARD JOLLY, INC.
2714 DR. ML KING, JR. ST. N.
STREET NORTH
SAINT PETERSBURG FL 33704

LICENSE NUMBER: AAC000119
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

OPALINSKY, RICHARD A.
4907 31ST STREET E.
BRADENTON FL 34203

LICENSE NUMBER: AR96297
EXPIRATION DATE: FEBRUARY 28, 2021
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Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

ABDULLA, ARIF A
306 39TH ST. NE
BRADENTON FL 34208-5471

LICENSE NUMBER: AR93256
EXPIRATION DATE: FEBRUARY 28, 2021
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Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

JOHNSON, STEPHEN LYNN
2714 DR. MLK JR. ST. N.
ST. PETERSBURG FL 33704

LICENSE NUMBER: AR91441
EXPIRATION DATE: FEBRUARY 28, 2021
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RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

LICENSE NUMBER: AR93256
EXPIRATION DATE: FEBRUARY 28, 2021
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Ron DeSantis, Governor
Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE INTERIOR DESIGNER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

DAVIDSON, WINOLA HILTON
1226 PINE NEEDLE RD.
VENICE FL 34285

LICENSE NUMBER: ID5086
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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State of Florida Department of State

I certify from the records of this office that ANSTON-GREENLEES, INC. is a corporation organized under the laws of the State of Florida, filed on August 1, 1991.

The document number of this corporation is S71132.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 16, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of January, 2019*

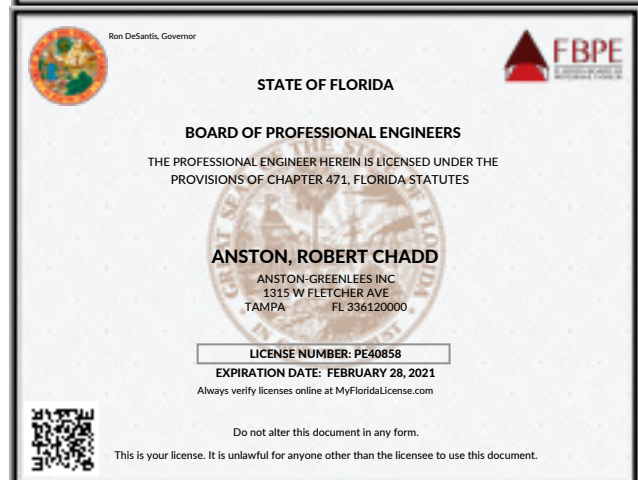
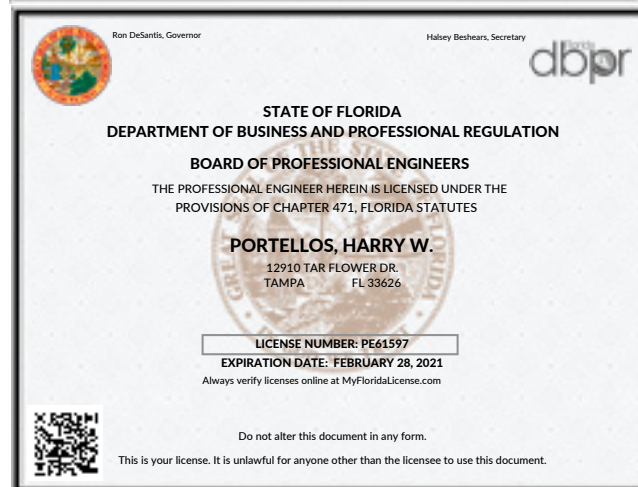
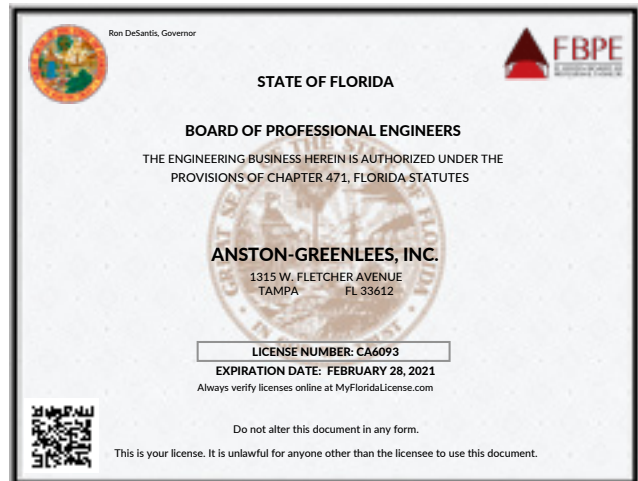


A. H.
Secretary of State

Tracking Number: 5865367993CC

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



State of Florida Department of State

I certify from the records of this office that PENNONI ASSOCIATES INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on July 23, 1997.

The document number of this corporation is F9700003836.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 22, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-eighth day of January,
2019*



Janet H. Homan
Secretary of State

Tracking Number: 446/007509CU

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

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

State of Florida Department of State

I certify from the records of this office that PEREZ ENGINEERING & DEVELOPMENT, INC. is a corporation organized under the laws of the State of Florida, filed on March 19, 1999.

The document number of this corporation is P99000025578.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 8, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of April, 2019*



Randy P. Pelt
Secretary of State

Tracking Number: 2780093529CC

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

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

Ron DeSantis, Governor
Halsey Beshears, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DUNCAN, JUSTIN WAYNE
9301 RICH ROAD
TALLAHASSEE, FL 32313

LICENSE NUMBER: PE78134
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor
Halsey Beshears, Secretary
FBPE

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PENNONI ASSOCIATES, INC.
1900 MARKET STREET
SUITE 300
PHILADELPHIA, PA 19103

LICENSE NUMBER: CA8579
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor
Halsey Beshears, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PEREZ ENGINEERING & DEVELOPMENT, INC.
3210 FLAGLER AVENUE
KEY WEST, FL 33040

LICENSE NUMBER: CA8579
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor
Halsey Beshears, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

PEREZ, ALLEN EMIL JR
6 EVERGREEN CT
KEY WEST, FL 330400000

LICENSE NUMBER: PE51468
EXPIRATION DATE: FEBRUARY 28, 2021
Always verify licenses online at MyFloridaLicense.com

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8. FINANCIAL RESPONSIBILITY

FINANCIAL STATEMENT

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

A. FOR HOW MANY YEARS HAS YOUR FIRM HAS BEEN PROVIDING ARCHITECTURAL/ENGINEERING SERVICES?

Ajax
Construction Management at Risk: 23 Years
(N/A for Architectural/Engineering, as asked in RFQ).

Harvard Jolly Architecture
Architectural / Engineering Services: 81 Years

B. WHAT IS THE FIRM'S FORM OF BUSINESS (E.G. PROPRIETORSHIP, PARTNERSHIP, CORPORATION)?

Ajax
Limited Liability Company

Harvard Jolly Architecture
Corporation

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



ajaxbuilding.com

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harvardjolly.com

FOLLOW US [f](#) [t](#) [in](#) [ig](#) /harvardjolly



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2019

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-GAWUP-19-20 20000	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 : INSURER F :
INSURED Ajax Building Company, LLC Global Infrastructure Solutions, Inc. 1080 Commerce Blvd. Midway, FL 32343	NAIC # 11150 37885 20699 N/A

COVERAGES

CERTIFICATE NUMBER:

NYC-010737547-01

REVISION NUMBER: 2

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 OTHER:			11PKG8914310 SIR: \$750,000	01/01/2019	01/01/2020	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"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			11PKG8914310 (AOS) 11CAB8914410 (MA)	01/01/2019 01/01/2019	01/01/2020 01/01/2020	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 type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	<input type="checkbox"/>	US00064696L19A (\$10,000,000)	01/01/2019	01/01/2020	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)	01/01/2019	01/01/2020	
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 <input checked="" type="checkbox"/> N	N / A	11WCI8914210 (AOS) 14WCI8925110 (CA,IL,MD,NY,PA,TX)	01/01/2019 01/01/2019	01/01/2020 01/01/2020	<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 2020000 - KWHS Backyard Design Build

Monroe County School District and its consultants and contractors are included as an Additional Insured (except for Workers Compensation) as required by written contract.
A Waiver of Subrogation applies as required by written contract.

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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HARVA-1

OP ID: BB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2019

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 JCJ Insurance Agency 2208 Hillcrest Street Orlando, FL 32803 Mark E. Jackson		321-445-1117		CONTACT NAME: Kristin McIntosh	
				PHONE (A/C, No, Ext): 321-445-1117	FAX (A/C, No): 321-445-1076
				E-MAIL ADDRESS: certs@jcj-insurance.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Phoenix Insurance Co.	
				INSURER B: Travelers Indemnity Co.	
				INSURER C: RLI Insurance Company	
				INSURER D: Travelers Idemnity Co of Amer	
				INSURER E:	
				INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	680-4H307665	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA-1F692578	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	CUP-0K88258A	06/30/2019	06/30/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	PSW0001698	07/01/2019	07/01/2020	<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
C	Professional Liab			RDP0036589	06/30/2019	06/30/2020	Per Claim 5,000,000 Aggregate 10,000,000

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

RE: RFQ 2010000 - KWHS Backyard Design Build Key West, Florida. Monroe County School District and its consultants and contractors are listed as Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. A Waiver of Subrogation for all policies

CERTIFICATE HOLDER

CANCELLATION

MONR241 Monroe County School District 241 Trumbo Rd. 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
---	---

NOTEPAD:

HOLDER CODE **MONR241**
INSURED'S NAME **Harvard Jolly, Inc.**

HARVA-1
OP ID: BB

PAGE **2**
Date **09/26/2019**

applies when required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2019

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-GAWUP-20-21 20000		INSURER(S) AFFORDING COVERAGE	
INSURED Ajax Building Company, LLC Global Infrastructure Solutions, Inc. 1080 Commerce Blvd. Midway, FL 32343		INSURER A: Arch Insurance Company NAIC # 11150 INSURER B: XL Specialty Insurance Company 37885 INSURER C: ACE Property and Casualty Insurance Company 20699 INSURER D: N/A N/A INSURER E: Arch Indemnity Insurance Company 30830 INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

NYC-010737547-05

REVISION NUMBER: 2

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	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	01/01/2021	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			US00064696LI20A (\$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 004 (\$15,000,000)	01/01/2020	01/01/2021	
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	N/A	11WC18914211 (AOS) 14WC18925111 (CA,IL,MD,NY,PA,TX)	01/01/2020	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 2020000 - KWHS Backyard Design Build

Monroe County School District and its consultants and contractors are included as an Additional Insured (except for Workers Compensation) as required by written contract.
A Waiver of Subrogation applies as required by written contract.

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 Solutions, Inc. 1080 Commerce Blvd. 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