

**CONSTRUCTION MANAGER AT RISK CONTRACT  
PRECONSTRUCTION SERVICES CONTRACT, PHASE I**

This Contract No. 2024-16.001 ("Contract") is entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City") and Ajax Building Company, LLC, a Florida limited liability company, registered to do business in the State of Florida, whose principal place of business is 1080 Commerce Boulevard, Midway, Florida 32343 ("CMAR").

**WITNESSETH**

**WHEREAS**, the City intends to undertake the Project for the City of North Port Police Department Headquarters, which requires construction manager at risk services; and

**WHEREAS**, the City issued a request for proposal for construction manager at risk services RFP No. 2024-16 ("RFP"); and

**WHEREAS**, the City evaluated and ranked the proposals received in accordance with applicable federal, state, and local laws, regulations, and policies, and found the CMAR qualified to perform the necessary services; and

**WHEREAS**, the City may divide the CMAR services into two phases: (1) CMAR for preconstruction services, and (2) CMAR for construction services as provided in this Contract; and

**WHEREAS**, the preconstruction services generally include design support, coordination, project scheduling, design and equipment evaluation and recommendations, project scheduling and costs, and the guaranteed maximum price process; and

**WHEREAS**, the construction services generally include managing, subcontracting, and completing the construction within a certain time and at a certain cost; and

**WHEREAS**, the CMAR has reviewed the services to be provided under the Contract and is qualified, willing, and able to provide and perform all such services in accordance with the terms of the Contract and Contract Documents; and

**WHEREAS**, this Contract authorizes the preconstruction phase of the Project; and

**WHEREAS**, subsequent phases, if authorized, must encompass services contemplated by the RFP for this Project, and must be authorized solely by Amendment to this Contract.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

**I. DEFINITIONS**

The above recitals are true and correct and incorporated into this Contract by reference.

The following terms will have the ascribed meanings, as used in this Contract, Contract Documents, and the RFP.

- A. **Administrative Agent.** The City staff representative for this Contract.
- B. **Allowance.** A particular line item or unit cost budget for items not finalized at the time of the City's acceptance of the Guaranteed Maximum Price.
- C. **City Contingency.** A specific amount of money included in the GMP that the City designates for the construction Project and sets aside in case any unforeseen or extra costs arise during the construction process.
- D. **Change Order/Amendment.** A written modification to this Contract approved and signed by the parties.
- E. **Construction Documents.** Final working drawings and specifications required for the Project.
- F. **Contract Documents.** The RFP including all exhibits, attachments, schedules, addenda, instructions, forms, technical specifications, general provisions, special provisions, CMAR response, and other documents attached to the request for proposal (collectively, the "RFP"), Construction Documents, and this Contract including any Change Orders/Amendments and Field Changes.
- G. **Design Consultant.** The Design Consultant for this Project is Schenkel & Shultz, Inc., pursuant to Contract No. 2021-17.
- H. **Effective Date.** The date the City Commission approves this Contract or the date the last party executes the Contract, whichever is later.
- I. **Field Change.** A minor modification to the Contract and/or Contract Documents, not involving an increase to the GMP. Field Changes are to be in writing, signed by the CMAR and are incorporated into this Contract by reference as if fully set forth herein.
- J. **Final Completion.** The point when the CMAR has completed all Work related to the Project and the City has accepted the Work.
- K. **Guaranteed Maximum Price ("GMP").** The sum of the CMAR's cost of Work and the CMAR's fees for the performance and completion of all services for the construction phase of the Project, if any, including but not limited to the completion of the Work in accordance with the Construction Documents.
- L. **Preconstruction Phase Fee.** The sum to be paid for providing all preconstruction services, as set forth in this Contract and as contemplated in the Contract Documents.
- M. **Project.** All Work, as defined herein, for the City of North Port Police Headquarters.

- N. **Project Schedule.** The Project timeline that the CMAR prepared as approved by the Administrative Agent, as may be amended by the Administrative Agent's Field Change or Change Order/Amendment, as applicable, for accomplishing the Project, including the Preconstruction Schedule and subsequent schedules for any Amendment.
- O. **Project Team.** The Administrative Agent, the Design Consultant, and the CMAR.
- P. **Schedule of Values.** A list of every work item on the Project, along with each item's value or cost. This comprehensive work list represents the entire construction project and the entire contract price, from beginning to end.
- Q. **Substantial Completion.** The point when the Project or designated portion thereof is sufficiently complete in accordance with the Construction Documents and Contract Documents to enable the City to fully occupy and utilize the Project for its intended use and all certificates of occupancy or permit close outs have been issued.
- R. **Trade Contractor.** All construction-related contractors having a direct contract with the CMAR for the performance of the Work.
- S. **Work.** All authorized and approved: (i) work, materials, supplies, tools, fixtures, labor, services, and equipment; and (ii) construction management, contract administration, Project development, preconstruction, and construction services; relating to the design and any CMAR recommendations, to be performed and provided by the CMAR (and its agents, employees, Trade Contractors, and subcontractors) pursuant to this Contract and the Contract Documents, as may be amended, and the Construction Documents.

## **II. CONSTRUCTION MANAGER AT RISK SERVICES**

- A. The CMAR agrees to diligently perform the required services as described in the Scope of Services as attached in Exhibit A ("Scope of Services").
- B. The CMAR must deliver to the City within 10 days after receipt of the Notice to Proceed a detailed Preconstruction Schedule with specific calendar dates in conformity with the Preconstruction Schedule. This Preconstruction Schedule must also include the specific calendar dates for the delivery or completion of all documents, reports, and other data required.
- C. This Contract begins on the Effective Date and terminates upon the completion of the Scope of Services as scheduled in the Preconstruction Schedule as attached in Exhibit B ("Preconstruction Schedule"), or as otherwise provided in this Contract. This Contract may be amended by mutual written agreement of the parties.
- D. This Contract may be extended due to unforeseen circumstances or unknown site conditions that alter the scope of Work only as agreed to in writing by both parties and incorporated into the Contract as a Field Change or Change Order/Amendment.

**III. COMPENSATION**

- A. The City will pay the CMAR for the preconstruction services rendered hereunder and completed in accordance with the terms and conditions of this Contract and the Contract Documents an amount not to exceed **THREE HUNDRED FIFTY-NINE THOUSAND ONE HUNDRED EIGHTY-SIX DOLLARS AND NINE CENTS (\$359,186.09)** as the total contract amount for performing the tasks in the Scope of Services and further described in the Fee Schedule as attached in Exhibit C (“Fee Schedule”). This total amount includes all costs necessary to provide all services outlined in this Contract and Contract Documents. Amendments to this Contract may include additional services authorized by the City.
- B. The CMAR certifies, represents, and warrants that wage rates and other factual unit costs supporting the compensation relative to this Contract are accurate, complete, and current at the time of entering this Contract. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CMAR’s execution of this Contract is its truth-in-negotiation certification to and acknowledgement of the above, as required by Florida Statutes Section 287.055(5)(a), as may be amended from time to time, as applicable.
- C. If the Administrative Agent requires the CMAR to perform additional services related to this Contract, then the CMAR is entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate the additional work. Any additional compensation requires an Amendment, except as authorized in this Contract. The City will not pay any additional compensation before the Contract is amended. If additional services are required because of the CMAR’s error, omission, or negligence, the CMAR will not be entitled to additional compensation.

**IV. METHOD OF PAYMENT**

- A. The CMAR must submit a monthly application for payment to the City for services completed during the month. For services that were partially completed, progress payments should be invoiced in proportion to the percentage of completed Work on those specific service activities as approved in writing by the Administrative Agent. The CMAR must use a form mutually agreed upon by the CMAR and the Administrative Agent for all payment requests, along with an updated work schedule reflecting the progress of all Work. The Administrative Agent will review, and if approved submit the payment application allotting enough time to comply with the Prompt Payment Act.
- B. Payment requests must be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11). The CMAR’s payment request must include any changes approved in previous payment requests.
- C. Upon receiving the CMAR’s invoice, the Administrative Agent will review the invoice to certify that the services have been rendered in conformity with this Contract and the Contract Documents. Upon receipt of the Administrative Agent’s written approval, the City’s Finance

Department will process and issue the CMAR's payment in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70, *et seq.*

- D. Retainage during the construction phase must comply with the minimum requirements of Florida Statutes.
- E. The CMAR's submittal for final payment must include the CMAR and its contractor Release of Lien and payment of all subcontractors, materialmen and suppliers on forms approved by the City. The City's or its authorized agent's approval is required before making final payment for all Work, materials, or services furnished under this Contract and the Contract Documents.

**V. LIABILITY**

- A. The City will not provide any services to the CMAR in connection with any claim brought on behalf of or against the CMAR.
- B. If the CMAR is comprised of more than one legal entity, each entity is jointly and severally liable hereunder.

**VI. CMAR REPRESENTATIONS, WARRANTIES, AND RESPONSIBILITIES**

- A. The CMAR accepts the relationship of trust and confidence established between the parties in this Contract and covenants that the CMAR is acting in a fiduciary capacity to protect the City's interest. The CMAR covenants to furnish its best skill and judgement and to cooperate with the City and the Design Consultant for the duration of the Project in accordance with the Contract and the Contract Documents in an expedient and efficient manner.
- B. The CMAR is responsible for the professional quality, technical accuracy, thoroughness, and the coordination of all determinations, reports, other documents, and data used or produced by or at the behest of the CMAR under this Contract and Contract Documents. The CMAR must, without additional compensation, correct or revise all errors, omissions, or deficiencies in its reports and other documents and data.
- C. The CMAR warrants that it has not employed or retained any company or person to solicit or secure this Contract and that it has not paid or agreed to pay any person, independent contractor, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. The CMAR covenants and agrees that the CMAR, its employees, and its contractors are bound by the *Code of Ethics for Public Officers and Employees* in Florida Statutes Chapter 112, Part III. The CMAR agrees to incorporate the provisions of this subsection in any subcontract into which it might enter with reference to the Work performed.
- E. The City reserves the right to suspend or debar the CMAR as otherwise provided in the Contract and/or Contract Documents.
- F. The CMAR must comply with all federal, state, and local laws, regulations, and policies applicable to the Work or payment for Work.

- G. The CMAR must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract. The CMAR must make these documents available to the City within ten (10) calendar days after written request for inspection, auditing, and copying during normal business hours. The CMAR must retain these records for a minimum of ten (10) City fiscal years (from October 1 to September 30) after Final Completion of the Project.
- H. The CMAR must notify the Administrative Agent at least three (3) days in advance of any meeting between the CMAR and any City Commissioner, regulatory agency, or private citizen related to this Contract. The notice is not required for discussion within the Project Team.
- I. When all Work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the CMAR must furnish the City with a CMAR and its contractor's affidavit in a form acceptable to the City. Signed affidavits of payment are required from all subcontractors hired by the CMAR, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits must state whether the subcontractor(s) have been paid in full or whether there are payments remaining.
- J. All contracts between the CMAR and any subcontractor that the CMAR hires must conform to the provisions of this Contract and the Contract Documents. The CMAR must incorporate the requirements of this Contract in the subcontracts. The CMAR must furnish the City with a list of all subcontractors and suppliers prior to any payments against the Contract. All subcontractors are subject to the City's approval; however, the City shall not unreasonably withhold approval of CMAR's subcontractor and supplier selection. No change in subcontractors or suppliers will be made without written consent and approval from the City. All subcontractors must comply with Florida Statutes Section 448.095 for registration and use of the E-Verify system operated by the United States Department of Homeland Security.
- K. The CMAR must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the Work, and pay any related fees.
- L. The CMAR's violation of any local, state, or federal law in the performance of this Contract and the Contract Documents constitutes a breach of this Contract. The CMAR must comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the performance of the Work required. If the Contract or any of the Contract Documents are at variance with any law or regulation, the CMAR must notify the City without delay upon discovery.
- M. During the term of this Contract, the CMAR must be registered with and use the Department of Homeland Security E-Verify System as required by Florida Statutes Section 448.095, Employment Eligibility, including but not limited to verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting

that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CMAR must maintain a copy of the affidavit for the duration of the Contract.

- N. The CMAR must comply with all other requirements relating to the Federal Emergency Management Agency, as amended, from time to time.

**VII. DESIGN REVIEW SERVICES**

- A. The CMAR will complete the Project in accordance with the established Preconstruction Schedule and must make recommendations to the Administrative Agent and the Design Consultant regarding the drawings and specifications to facilitate the construction of the Work. If the Administrative Agent agrees with the recommendations, then the CMAR must work with the Design Consultant to change the plans and specification and the Administrative Agent must approve in writing.
- B. The CMAR must be thoroughly familiar with the Project. Where appropriate and as requested, the CMAR must make written recommendations with respect to the Project, foundations, selection of systems and materials and cost reducing alternatives, and must assist the Design Consultant and the Administrative Agent in evaluating alternatives and their long-term cost effects.
- C. The CMAR must call to the attention of the Administrative Agent and Design Consultant any known or perceived defects or omissions in the design, drawings and specifications or other documents as the CMAR notes, as soon as practicable. The CMAR must report without delay all identified design errors or omissions; but the parties recognize that the CMAR's review is made in the CMAR's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CMAR concerning design alternatives are subject to the City's review and approval.
- D. The CMAR must review the Construction Documents and make recommendations in writing to the Administrative Agent with respect to dividing the work in a manner that allows the CMAR to take bids and award separate construction Trade Contracts. The divisions must be acceptable to the Administrative Agent, taking into consideration factors including but not limited to, natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, availability of qualified and minority contractor participation, and other factors pertinent to saving time and cost.
- E. The CMAR must assess conditions in the construction market to identify factors that will or may affect costs and time for completing the Project. The CMAR must conduct reviews as may be reasonable necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or surpluses of labor or material; and (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction and other matters that will promote cost savings and completion within the Project Schedule.

**VIII. BASIS OF GUARANTEED MAXIMUM PRICE**

- A. The CMAR must submit to the City a proposed GMP as described in the Scope of Services and consistent. The CMAR will submit the proposed GMP in accordance with the Preconstruction Schedule.
- B. The CMAR acknowledges and agrees that the GMP proposal will include:
- (1) The Scope of Services under the RFP, this Contract, the Contract Documents, the Construction Documents, and any other material documents that were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operations, the CMAR must provide and install the item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies, or omissions of which the CMAR has knowledge, or that are reasonably inferable from the Construction Documents, the CMAR will not be entitled to a Project Schedule extension, or a GMP adjustment for the items and the CMAR must correct, and complete the items;
  - (2) A list of all allowances and the statement of their basis;
  - (3) A list of all material clarifications and assumptions made in preparing the GMP as necessary to supplement the information contained in the drawings and specifications. The list must not include restatements of any existing provisions of this Contract or the Contract Documents.
  - (4) A statement of the estimated costs (organized by trade categories), allowances, contingency, and other items, including a list of all fees or other costs that comprise the GMP;
  - (5) The date of Substantial Completion upon which the proposed GMP is based; and
  - (6) A schedule of issuance dates for the Construction Documents upon which the proposed GMP is based.
- C. In addition to the CMAR contingency, the CMAR shall include within the GMP an amount designated as the City Contingency. The CMAR is only eligible to receive the City Contingency if the City approves a Change Order/Amendment to this Contract or as otherwise provided in this Contract. Any Change Order/Amendment must specify the portion of the City Contingency being made available and the purpose.
- D. The GMP must be inclusive of the arrangement and supply of all job-site facilities, including workstations equipped with telephones, desks, and computer or other electronic equipment that is reasonably necessary for the Project Team to perform the management, inspection, and supervision of the Project's construction.
- E. The CMAR acknowledges that the Design Consultant may modify the Construction Documents from time to time, and if the City presents the CMAR with modified Construction Documents, the CMAR will complete the Project as modified.



- F. The GMP proposal is subject to the City's acceptance, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City will prepare an Amendment, incorporating the GMP along with any other provisions the City deems necessary for the performance of the construction phase of the Project. In the event the City does not accept the GMP proposal, the Administrative Agent will inform the CMAR in writing; this notice constitutes an immediate Contract termination and neither party will have any obligation to the other regarding the construction phase of the Project.

**IX. OWNERSHIP AND USE OF WORK PRODUCT**

- A. It is understood and agreed that the CMAR will deliver to the City the CMAR's work product, including reports and other documents and data developed in connection with its services; this work product will become the City's property upon receipt. The CMAR hereby assigns all its copyright and other proprietary interests in the work product to the City.
- B. The CMAR may not use any of the work product on any non-City project unless the Administrative Agent agrees in writing. The City reuse of the work product on projects other than those in the RFP will be at the City's risk.
- C. Computer systems and databases used for providing the documents necessary to this Contract and Contract Documents must be compatible with existing City systems. The Administrative Agent will advise the CMAR of the systems and databases in writing or in the Notice to Proceed, and upon any changes thereafter.

**X. CMAR PERFORMANCE**

- A. The performance and completion of the required services is vitally important to the City's interests. The CMAR must assign project manager and other personnel necessary to assure faithful prosecution and timely delivery of services for this Contract and pursuant to the Contract Documents. The CMAR's key personnel assigned to perform the services must be the same as those identified in the RFP response. The CMAR must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform assigned tasks. Any change or substitution to the CMAR's key personnel must receive the Administrative Agent's written approval before becoming effective.
- B. The CMAR's services must commence upon the CMAR's receipt of the Administrative Agent's written Notice to Proceed. The time limits in Preconstruction Schedule will begin to run as of the date of receipt of the Notice to Proceed but are subject to adjustment depending upon the design schedule in the Design Consultant's Contract.
- C. Time is of the essence in the performance of this Contract. The CMAR agrees that all Work performed for this Contract and pursuant to the Contract Documents must be completed within the time limits of the Project Schedule, subject only to delays caused by force majeure or other reasons provided in this Contract.

- D. The CMAR agrees to provide the Administrative Agent monthly written progress reports concerning the Project's status. Written progress reports will accompany each monthly invoice. The Administrative Agent may determine the format for this progress report. Upon the City's request, the CMAR must advise the City in writing regarding the status of the CMAR's Work.
- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports, or other documents submitted by the CMAR and that delay the Project Schedule completion date, the Administrative Agent will not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the delay.
- F. In the event the Preconstruction Schedule completion date is delayed beyond the date stated, the CMAR must continue its efforts in full force and effect until the earlier of (1) direction by the Administrative Agent; or (2) 12 additional months have elapsed after the Preconstruction Schedule completion date.
- G. If the City delays or suspends the Project for a period exceeding six months, the City and the CMAR may negotiate an Amendment for the fair and equitable compensation for the CMAR's continued services.

**XI. CITY OBLIGATIONS**

- A. The Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract and the Contract Documents. The responsibilities of the Administrative Agent include:
  - (1) Examining all reports, sketches, drawings, estimates, proposals, and other documents presented the CMAR presents, and render written decisions within a reasonable time;
  - (2) Transmitting instructions; receiving information; and interpreting and defining City policies and decisions with respect to design, materials, and other matters pertinent to the Work;
  - (3) Reviewing for approval or rejection all the CMAR's documents and payment requests; and
  - (4) Determining when and if it may be in the City's best interests to shift funding among tasks identified in the Scope of Services, providing that the not-to-exceed amount of this Contract is not exceeded. Any determination must be memorialized in a Field Change.
- B. Upon request, the City will furnish the CMAR with all data, plans, studies, and other information in the City's possession that may be useful in connection with the Work, all of which will remain the City's property and must be returned to the Administrative Agent upon completion of the CMAR's services.
- C. The Administrative Agent will conduct periodic reviews of the CMAR's Work. The Administrative Agent will ensure the availability of other City personnel, where required and

necessary to the CMAR's completion of the Project. The City, in its sole discretion, will determine the availability and necessity of personnel to assist the CMAR.

**XII. TERMINATION**

- A. City's Termination With or Without Cause. The City Manager or designee may terminate the Work under this Contract and the Contract Documents with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
- (1) The City may effectuate termination by delivering to the CMAR a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the Work is terminated and the date upon which the termination becomes effective.
  - (2) Except as otherwise directed, the CMAR must: (i) cease all work on the date of receipt of the notice of termination or other date specified in the notice; (ii) place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the Work not terminated; (iii) terminate all vendors and subcontracts; and (iv) settle all outstanding liabilities and claims.
  - (3) The CMAR must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the CMAR in connection with its services.
  - (4) If the City terminates this Contract for convenience or without cause, the City will pay the CMAR for the portion of the Work completed prior to delivery of the notice of termination including costs to demobilize and settle any costs for materials and equipment purchased prior to delivery of the notice for termination solely for the Project. The City has no obligation under any circumstance to make any payment to the CMAR for services that have not been performed or that are performed after delivery of the notice of termination.
- B. Non-Appropriation. The parties acknowledge and agree that the City's financial obligations in this Contract, any Amendment, the Contract Documents, or any subsequent contract entered or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since the City Commission appropriates funds annually on a fiscal year basis, the City's legal liability for the payment of any costs will not arise unless and until the City Commission approves appropriations for the costs for the applicable fiscal year; nor will liability arise if a request for the appropriations is excluded from the budget that the City Commission approves. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of the City's default under this Section. This Contract and the Contract Documents do not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.

- C. **Termination for Abandonment.** If the CMAR abandons performance under this Contract or the Contract Documents, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the CMAR indicating the intention to do so. The written notice must state the evidence indicating the CMAR's abandonment.
- D. **Termination for Non-Civility.** The CMAR agrees that its employees and agents will communicate with City employees and members of the public in a civil manner. Any aspect of the CMAR's performance, including complaints received from City employees or members of the public, may cause the City to terminate this Contract in accordance with the provisions contained herein.
- E. **CMAR's Termination.** The CMAR may terminate this Contract only in the event that the City fails to pay the CMAR's properly documented and submitted payment request within ninety (90) calendar days of the Administrative Agent's approval, or if the City suspends the project for longer than ninety (90) calendar days.
- F. **Court Proceedings.** The City Manager or designee reserves the right to terminate this Contract immediately in the event the CMAR is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the CMAR, or an assignment is made for the benefit of creditors.
- G. **Breach.** In the event the CMAR is in breach of this Contract, the City must provide written notice of the breach and the CMAR will have twenty-one (21) calendar days to cure, calculated from the date the CMAR receives the notice. If the CMAR fails to cure within the twenty-one (21) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the CMAR if:
- (1) The quality of a portion or all the CMAR's Work is not in accordance with the requirements of this Contract;
  - (2) The quantity of the CMAR's Work is not as represented in the CMAR's payment request, or otherwise;
  - (3) The CMAR's rate of progress is, in the City's opinion, whether Substantial Completion, Final Completion, or both, inexcusably delayed;
  - (4) The CMAR fails to pay the CMAR's Project-related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other suppliers, provided the CMAR has been paid sums due under the Contract;
  - (5) In the City's opinion, the CMAR fails or is failing to timely or adequately assume liability for, indemnify, defend, release or hold harmless the City pursuant to Attachment 2.2;
  - (6) The CMAR fails or refuses to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
  - (7) The CMAR violates any local, state, or federal law in the performance of this Contract.

- H. **Waiver.** Any delay or failure to enforce any breach of this Contract or the Contract Documents by either the City or the CMAR will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach will not operate or be construed to operate as a waiver of any subsequent default or breach.
- I. **E-Verify Violation.**
- (1) If the City has a good faith belief that the CMAR has knowingly violated Florida Statutes Section 448.09(1), the City may immediately terminate this Contract.
  - (2) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the CMAR has otherwise complied, then the City must without delay notify the CMAR and order the CMAR to immediately terminate its contract with the subcontractor.
  - (3) The CMAR must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.
- J. **Remedies.** In the event of a default or breach of the Contract or Contract Documents' terms, the City may avail itself of every remedy given to it now existing at law or in equity, and every remedy must be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in the order as the City deems expedient. The exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies set forth in this Contract and the Contract Documents are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

**XIII. NOTICES**

Any notice, demand, communication, or request required or permitted by this Contract, or the Contract Documents, must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

As to the City:                      Kim Humphrey, Administrative Agent  
   City of North Port  
   Public Works Department  
   1100 N Chamberlain Blvd  
   North Port, Florida 34286  
   941-240-8093  
   khumphrey@northportfl.gov

With copies of claims  
and demands sent to: City of North Port, Florida  
   City Attorney's Office

4970 City Hall Boulevard  
North Port, Florida 34286  
northportcityattorney@northportfl.gov

As to CMAR: William Byrne  
Ajax Building Company, LLC  
1080 Commerce Boulevard  
Midway, Florida 32343  
813-792-3900  
bill.byrne@ajaxbuilding.com

Notices are effective when received at the addresses specified above. Changes to the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the CMAR and the City.

**XIV. ATTORNEYS' FEES**

In any proceedings between the parties arising out of or related to this Contract, the prevailing party must be reimbursed all costs, expenses, and reasonable attorneys' fees through all proceedings, at both trial and appellate levels.

**XV. FORCE MAJEURE**

A. Should performance of any obligation created under this Contract or the Contract Documents become illegal or impossible by reason of:

- (1) A strike or work stoppage, unless caused by a negligent act or omission of either party;
- (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other like event that is beyond the reasonable control of the non-performing party;

then the performance of the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance, provided that:

- (6) The non-performing party provides written notice within five (5) calendar days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the

means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract and the Contract Documents;

- (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
  - (8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
  - (9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Contract and the Contract Documents will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

## **XVI. PUBLIC RECORDS**

In accordance with Florida Statutes Section 119.0701, the CMAR must comply with all public records laws, and must specifically:

- A. Keep and maintain public records required by the City to perform the service.
- (1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.  
(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>)
  - (2) "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. The CMAR's records under this Contract and the Contract Documents include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-

mails and all other documentation generated during the term and in furtherance of this Contract.

- B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and if the CMAR does not transfer the records to the City following completion of the Contract, the CMAR must maintain the project records for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Contract, transfer, at no cost to the City, all public records in the CMAR's possession or keep and maintain public records required by the City to perform the service. If the CMAR transfers all public records to the City upon completion of the Contract, the CMAR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CMAR keeps and maintains public records upon the completion of the Contract, the CMAR must comply with all applicable requirements for retaining public records.
- E. **IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CMAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941-429-7063 OR HOTLINE 941-429-7270, publicrecordsrequest@northportfl.gov.**
- F. Failure of the CMAR to comply with these requirements constitutes a breach of this Contract. Further, the CMAR may be subject to penalties under Florida Statutes Section 119.10.

**XVII. PRECEDENCE OF DOCUMENTS**

- A. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:
  - (1) This Contract and all Attachments, Exhibits, and Amendments.
  - (2) The RFP, including but not limited to all addenda and the CMAR's response thereto.
  - (3) The CMAR's Construction Documents.
  - (4) Specific direction from the City Manager or designee, including but not limited to any Field Changes.



**XVIII. MISCELLANEOUS**

- A. **Authority to Execute.** The signature by any person to this Contract will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act.
- B. **Binding Effect/Counterparts.** By the signatures affixed to this Contract, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and will inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. **Governing Law and Venue.** The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract and the Contract Documents. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract and the Contract Documents are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. **Continuation of Services During Dispute.** Unless otherwise agreed in writing, the CMAR is required to continue its Work, services and all other obligations under this Contract and the Contract Documents during the pendency of claim or dispute including, but not limited to, mediation or judicial proceedings.
- E. **Opt-out of Florida Statutes Chapter 558.** To the extent Florida Statutes Chapter 558 is applicable, the parties expressly opt out of the requirements of Chapter 558, within the meaning of Florida Statute Section 558.005(1).
- F. **No Agency.** Nothing contained in this Contract and the Contract Documents will be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision, or any acts of the parties will be deemed to create any relationship between them other than that as detailed.
- G. **Severability.** In the event any court holds any provision of this Contract or Contract Documents to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant will not be construed as a waiver of a subsequent breach by the other party.
- H. **Headings.** The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Contract and do not affect its construction.
- I. **Complete Contract.** This Contract and the Contract Documents incorporate and include all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in the Contract and Contract

Documents. This Contract supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

- J. Amendment. No Amendment, change, or addendum to this Contract or the Contract Documents is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendment changing the City's financial obligations under this Contract will require the City Commission's approval. The City Commission hereby authorizes the City Manager or designee to approve and execute all contract Amendments on the City's behalf that do not change the City's financial obligations under this Contract and the Contract Documents.
- K. Assignment. The CMAR will not assign this Contract or any right or responsibility without the City's written consent.
- L. Non-Discrimination. The City does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The CMAR will not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

**XIX. SUPPLEMENTAL DOCUMENTS**

The following supplemental documents are attached and incorporated fully as part of this Contract and the Contract Documents.

**EXHIBIT A – SCOPE OF SERVICES**

**EXHIBIT B – PROJECT SCHEDULE**

**EXHIBIT C – FEE SCHEDULE**

ATTACHMENT 1.1 – GENERAL INSURANCE

ATTACHMENT 1.2 – PROFESSIONAL LIABILITY INSURANCE

ATTACHMENT 1.3 – ENVIRONMENTAL AND POLLUTION LIABILITY INSURANCE

ATTACHMENT 1.4 – BUILDER'S RISK

ATTACHMENT 2.1 – GENERAL INDEMNITY, DEFENSE, AND RELEASE

ATTACHMENT 2.2 – CONSTRUCTION RELATED SERVICES INDEMNITY, DEFENSE, & RELEASE

ATTACHMENT 3 – FEMA PROVISIONS

ATTACHMENT 4 – DAVIS BACON ACT – MINIMUM WAGE RATE

- ATTACHMENT 5 – CERTIFICATION REGARDING LOBBYING
- ATTACHMENT 6 – NON-COLLUSIVE AFFIDAVIT
- ATTACHMENT 7 – CONFLICT OF INTEREST FORM
- ATTACHMENT 8 – PUBLIC ENTITY CRIME INFORMATION
- ATTACHMENT 9 – DRUG-FREE WORKPLACE FORM
- ATTACHMENT 10 – SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT
- ATTACHMENT 11 – SCRUTINIZED COMPANY CERTIFICATION FORM
- ATTACHMENT 12 – VENDOR’S CERTIFICATION FOR E-VERIFY SYSTEM
- ATTACHMENT 13 – PERFORMANCE AND PAYMENT BOND REQUIREMENTS
- ATTACHMENT 14 – PERFORMANCE AND PAYMENT BOND
- ATTACHMENT 15 – CERTIFICATION REGARDING DEBARMENT, AND SUSPENSION
- ATTACHMENT 16 – CONTRACT CHANGES
- ATTACHMENT 17 – SANCTIONS AND PENALTIES
- ATTACHMENT 18 – TERMINATION FOR CONVENIENCE

IN WITNESS WHEREOF, the parties have executed this Contract as follows.

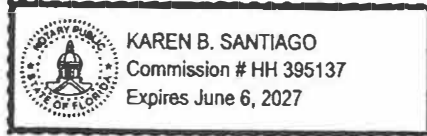
CONSTRUCTION MANAGER AT RISK  
AJAX BUILDING COMPANY, LLC

By: [Signature]  
WILLIAM P. BYRNE, CHIEF EXECUTIVE OFFICER

**SWORN ACKNOWLEDGEMENT**

STATE OF Florida  
COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of July 2024, by Willam P. Byrne, as Chief Executive Officer for Ajax Building Company, LLC.



[Signature]  
Notary Public

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2024.

**CITY OF NORTH PORT, FLORIDA**

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY

## EXHIBIT A

### SCOPE OF SERVICES

#### Phase I: Preconstruction Services

The CMAR will establish and implement plans and controls for all aspects of the Project to ensure completion of the Project on time per the Project Schedule and within budget per the Fee Schedule and at the Preconstruction Phase Fee.

#### 1. Design Support

##### A. Technical Support and Coordination

The CMAR must provide technical support to the City as required or as directed throughout the entire preconstruction phase.

##### B. Design Phase

##### i. Design Support

The CMAR must provide design support during Phase I, including but not limited to the following:

- a. Provide baseline schedule and a cost estimate for the Project.
- b. Establish, implement, and maintain quality control standards.
- c. Provide alternate systems evaluation and constructability studies throughout Phase I.
- d. Participate in constructability reviews and preliminary budget estimates at requested periods during Phase I.
- e. Advise the Project Team of ways to gain efficiencies in Project delivery and reduce overall delivery time.
- f. Provide long-lead procurement studies.
- g. Advise the Project Team when choosing sustainable building materials, as well as recommendations for building lifespan and efficient operations and maintenance.
- h. Identify items that have the potential to be procured directly by the City.
- i. Upon the Administrative Agent's request, provide copies of bids and quotations solicited from prospective Trade Contractors, subcontractors, and suppliers.

- j. Review and provide comments with plans and specifications at each phase of the Project.

**ii. Project Budget**

The CMAR must:

- a. Prepare a detailed construction phase Project budget baseline for all cost categories within twenty-one (21) calendar days following the Design Consultant's submission of schematic deliverables (30% complete Construction Documents).
- b. Identify all major assumptions used in creating the Project budget.
- c. Meet with the Administrative Agent to ensure that cost reports capture all applicable expenditures in a format appropriate for reporting performance and for cost allocation.
- d. Obtain approval of cost and reporting formats.
- e. Provide consistent and complete budget and performance reporting.
- f. Provide detailed cost estimating and knowledge of marketplace conditions.
- g. Provide preliminary and detailed scheduling analysis and periodic updates for the Project construction, including a Schedule of Values.
- h. Provide value engineering throughout all phases of the Project.
- i. Provide estimations of the Project costs throughout Phase I.
- a. Submit a proposed GMP for the City's consideration. Upon the City's request, include in the GMP proposal provisions for the City to direct purchase as practical.

**iii. Schedule**

The CMAR must:

- a. In coordination with the Design Consultant, identify all required reviews and approvals, and appropriate levels of information necessary for action and timely response.
- b. Prepare and maintain a master Project Schedule, including activities for the Design Consultant and the CMAR and identifying tasks that may require the City's action. This will be a critical path schedule and must

include all construction, permitting, and facility start-up activities as well as Project milestones.

- c. Reflect the schedule for preparation and submission of the GMP proposal and all scheduling efforts.
- d. Assist in developing drawing package issuance schedules to meet requirements of the Project Schedule.
- e. Provide for construction phasing and scheduling and determine a comprehensive logistics plan.
- f. Provide a site utilization plan for all construction activities.
- g. Assist the Design Consultant with the timing of permit application processes.
- h. The Project Schedule must include all major sequences of the preconstruction services and construction work, material supplies, long-lead procurement, the Design Consultant's approval of shop drawings, and performance testing requirements.

**C. Reporting**

The CMAR must prepare and submit a monthly narrative progress report and other reports as necessary and appropriate, including the following topics:

**i. For the Invoice Reporting Period**

- a. Accomplishments
- b. Status of milestones
- c. Deliverables submitted
- d. Problems encountered / decisions or adjustments recommended, and approved modifications, if any.

**ii. For the Next Reporting Period**

- a. Objectives
- b. Milestones
- c. Deliverables
- d. Scheduled meetings

**iii. General**

- a. Schedule update
- b. Other

**D. Design Coordination**

The City has retained a Design Consultant for the Project. Throughout Phase I of the Project, the CMAR must coordinate with the Design Consultant to assist in preparing the final pricing documents and Construction Documents.

**i. Coordination with the Project Team**

The CMAR must:

- a. Coordinate all activities with the Project Team, any other City contractors, vendors or consultants, and other parties.
- b. Coordinate and assist with all activities related to the design of infrastructure and utilities serving the site or impacted by the Project.
- c. Continually evaluate quality, safety, and environmental factors throughout design.

**ii. Design Coordination and Review**

The CMAR must:

- a. Review and recommend changes to drawings, specifications, and Construction Documents as appropriate.
- b. Participate in Project meetings as the Administrative Agent directs.
- c. Monitor coordination of all equipment's mechanical/electrical requirements.
- d. Analyze the cost-effectiveness of design elements and advise the City of findings.
- e. Conduct ongoing review of design documents for completion and coordination of design, with input from the Design Consultant, engineering discipline consultants, and equipment vendors.
- f. Coordinate Project utility requirements with utility companies.
- g. Review site logistics and sequence of construction for incorporation in the GMP.



- h. Assist the Design Consultant by reviewing the Construction Documents for each percentage complete design, unless otherwise directed by the Administrative Agent, for the elimination of conflicts, omissions, dimensioning, and other potential problems. The CMAR must bring all noted matters to the attention of the Design Consultant and the Administrative Agent in writing. The quality of documents is paramount in developing the project plans.
- i. Advise the Administrative Agent of the availability of materials, Trade Contracts, and lower-tier subcontractors, as well as any scheduling restraints.
- j. Identify long lead time items and recommend prepurchase for these or other items subject to expected price volatility or availability.
- k. Prepare any recommended or requested alternate proposals and assist the Design Consultant in identifying elements of the design that can be “add” or “deduct” alternates.

**iii. Value Engineering Program**

The CMAR must:

- a. Investigate alternate solutions systems, materials, or techniques to achieve Project requirements economically and consistent with the City’s objectives.
- b. Develop and implement a value-engineering program for all major facility and site elements, systems, and materials.
- c. Advise the City on the cost of building systems and materials.
- d. Upon the City or the Design Consultant requests, prepare comparative analysis of alternate systems and materials.
- e. Review documents at the conclusion of design development for value-engineering options.
- f. Submit value-engineering recommendations to the Project Team on an ongoing basis, monitor design changes, and note whether they will have an impact on the Project budget.

**iv. Budget and Schedule Refinement**

The CMAR must:

- a. Forecast construction costs based on completed design documents.

- b. Prepare a detailed cost estimate based on completed design development drawings.
- c. Analyze deviations from the previous cost estimate.
- d. Forecast impact of these deviations.
- e. Recommend corrective action if the cost estimate exceeds a level of acceptance to the City.
- f. Incorporate revised cost estimates into the Project budget.
- g. Recommend to the City any changes necessary to maintain the budget requirements.
- h. Report progress to the Project Team.
- i. Monitor and maintain the Project schedule consistent with best industry practices.
- j. Identify design task milestones and associated deadlines that the Design Consultant must meet to maintain the Project Schedule.
- k. Identify decisions the City or others must make to keep the Project on schedule.
- l. Provide a Project budget within 28 calendar days following the Design Consultant's submission of the Design Development deliverables (60% complete Construction Documents).
- m. Upon the City's request, provide a Project duration cash flow projection.

## **2. GMP proposal**

### **A. Preparation**

- i. When drawings and specifications for the Project are complete, the CMAR must prepare the GMP proposal for the Project's construction. The proposed GMP will be prepared in accordance with this Contract and the Contract Documents, the Scope of Services, and the Preconstruction Schedule. The CMAR acknowledges and agrees that the GMP proposal will include:
  - a. The Scope of Services under the RFP, this Contract, the Contract Documents, the Construction Documents, and any other material documents that were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operations, the CMAR must provide and install the item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies, or omissions of which the CMAR has knowledge, or that are reasonably inferable

from the Construction Documents, the CMAR will not be entitled to a Project Schedule extension, or a GMP adjustment for the items and the CMAR must correct, and complete the items;

- b. A list of all allowances and the statement of their basis;
  - c. A list of all material clarifications and assumptions made in preparing the GMP as necessary to supplement the information contained in the drawings and specifications. The list must not include restatements of any existing provisions of this Contract or the Contract Documents.
  - d. A statement of the estimated costs (organized by trade categories), allowances, contingency, and other items, including a list of all fees or other costs that comprise the GMP;
  - e. The date of Substantial Completion upon which the proposed GMP is based; and
  - f. A schedule of issuance dates for the Construction Documents upon which the proposed GMP is based.
- ii. The CMAR acknowledges that the GMP includes an amount designated as the City Contingency. The CMAR is only eligible to receive the City Contingency if the City approves a Field Change or Change Order/Amendment to this Contract or as otherwise provided in this Contract. Any Change Order/Amendment must specify the portion of the City Contingency being made available and the purpose.
  - iii. The GMP must be inclusive of the arrangement and supply of all job-site facilities, including workstations equipped with telephones, desks, and computer or other electronic equipment that is reasonably necessary for the Project Team to perform the management, inspection, and supervision of the Project's construction.
  - iv. The CMAR acknowledges that the Design Consultant may modify the Construction Documents from time to time, and if the City presents the CMAR with modified Construction Documents, the CMAR will complete the Project as modified.
  - v. The GMP must be within the Project budget or the City's amended scope and must be based upon the Construction Documents. The CMAR must provide all Project materials or labor as shown in and inferred by the Construction Documents as a part of the Project; and as necessary to complete the Project. An express reference in the Construction Documents to the material or labor is not required.
  - vi. If the Administrative Agent directs, the CMAR must prepare a proposal for a phase or portion of construction of the Project based upon less than 100%

complete plans. Unless otherwise specified in an Amendment, the preconstruction services and any Construction Phase authorized by an Amendment would proceed concurrently and all the CMAR's services as defined in this Contract, the Contract Documents, and the Amendment would apply.

- vii. The GMP proposal is subject to the City's acceptance, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City will prepare a contract Amendment, incorporating the GMP along with any other provisions the City deems necessary for the performance of the construction phase of the Project. In the event the City does not accept the GMP proposal, the Administrative Agent will inform the CMAR in writing; this notice constitutes an immediate Contract termination and neither party will have any obligation to the other regarding the Construction Phase of the Project.

#### **B. Additional Requirements**

- i. During development of the proposed GMP proposal and during subsequent negotiations as appropriate or as requested by the Administrative Agent, the CMAR must:
  - a. Prepare a bidders' list identifying a minimum of three firms to bid for each bid package.
  - b. Prepare written bid packages with the Project Team. Packages must be comprehensive, must be complete, and must cover all aspects of the assigned bid division or definition of work.
  - c. Distribute bid information to bidders.
  - d. Respond to bidder's questions during bidding.
  - e. Respond to bidder's questions during bidding.
  - f. Review bids received with the Project Team.
  - g. Obtain clarification of any bidder's bid qualifications as needed.
  - h. Prepare comparative analysis of bids.
  - i. Review voluntary alternate recommendations.
  - j. Review alternates and recommend acceptance or rejection.

#### **C. Procurement**

- i. The CMAR must keep costs as low as possible through aggressive use of competitive bidding procedures for all work.

- ii. The CMAR will direct a well-coordinated procedure for all bid packages and will obtain a minimum of three verbal competitive quotations for all packages with an estimated value over \$5,000 and under \$25,000, and a minimum of three written competitive quotations for those packages with an estimated value over \$25,000.
- iii. The CMAR will comply with all applicable laws and grant requirements.
- iv. The CMAR must stimulate bidder interest in the marketplace and identify and reasonably encourage bidding competition through various meetings, presentations, mail-outs, telephone conference, and the like. The CMAR must obtain a minimum of three competitive bids for each trade, unless otherwise directed by the Administrative Agent. The CMAR must provide the Administrative Agent with the opportunity to review and approve all bids before their acceptance. The CMAR must carry out an active program of stimulating interest of qualified contractors, including minority contractors, in bidding on the work and of familiarizing those bidders with the Project's requirements.
- v. The CMAR will work with the Design Consultant to ensure that completed bid documents used in conjunction with the City's procurement forms and contract templates comprehensively establish all the binding obligations for full performance through lump sum bidding within the framework of the GMP.
- vi. The CMAR must complete the following activities for specialty equipment:
  - a. Coordinate with the Design Consultant during development of equipment specifications with operational criteria. Review specifications and incorporate furniture, fixtures, and equipment requirements and City related items into design/construction process.
  - b. Solicit proposals from qualified vendors for equipment, installation, and maintenance.
  - c. Coordinate proprietary equipment specifications obtained from the successful vendor with construction drawings and details.
  - d. Obtain at least three (3) competitive bids for each bid package.

**D. Acceptance or Rejection of GMP Proposal**

Nothing contained in this Contract or the Contract Documents requires the City to accept any of the CMAR's proposals. Further, the CMAR agrees that the City has the unrestricted discretion to reject the CMAR's proposal.

**3. Stages, tasks, deliverables, and activities**

The following stages of the Project, and corresponding tasks, deliverables, and activities within each stage, are included within this Scope of Services:

**A. Schematic Design Stage**

Tasks, deliverables, and activities include, but are not limited to: design review meetings, interim cost exercises, scheduling, existing conditions reviews, and a Schematic Design Milestone Estimate and Report.

**B. Design Development Stage**

Tasks, deliverables, and activities include, but are not limited to: design review meetings, interim cost exercises, scheduling, existing conditions reviews, value engineering, market analysis, subcontractor outreach, bidder solicitation, pre-bid conferences, pre-bid Requests For Information (RFIs), identification of bid alternates in bid packages, ERP and GMP bid phase management, bidding and addenda, pre-award scope review meetings, and the development and approvals of ERP and GMP.

**C. 100% Construction Documents/Final GMP Stage**

Tasks, deliverables, and activities include, but are not limited to: 100% Construction Documents Milestone Estimate and Report, bid management, design review meetings, final scopes and bid packages, scheduling, BIM model review, bidder solicitation, pre-bid conferences, pre-bid RFIs, identification of bid alternates in bid packages, bidding and addenda, pre-award scope review meetings, and the development and approval of the full GMP.

**4. Incorporation**

All information pertaining to the City of North Port Police Headquarters provided in the RFP, including but not limited to Part I, General Instructions, Paragraph 1, Purpose and Part II, Scope of Services, and the CMAR's response to the RFP, is specifically incorporated into this Exhibit A, Scope of Services, by reference as if fully set forth herein.

**EXHIBIT B**

**PRECONSTRUCTION PHASE I PROJECT SCHEDULE**

| <b><u>Description</u></b>                   | <b><u>Estimated No. of Calendar Days from<br/>Notice to Proceed (NTP) to Completion</u></b> |
|---|---|
| Schematic Design Phase (35 Days)            | 35  |
| Design Development Phase (85 Days)          | 120   |
| 100% Documents Phase / Final GMP (259 Days) | 379   |
| <b>TOTAL DAYS FROM NTP TO COMPLETION</b>    | <b>379</b>  |

**EXHIBIT C**  
**FEE SCHEDULE**  
**PRECONSTRUCTION PHASE I**

|  |                             |
|--|-----------------------------|
| Fixed fee for services described in the Scope of Services:                 | \$ <u>359,186.09</u>        |
| Additional services (not-to-exceed amount), if authorized:                 | \$ <u>0</u>                 |
| <b>TOTAL CONTRACT NOT-TO-EXCEED AMOUNT<br/>(PRECONSTRUCTION PHASE FEE)</b> | <b>\$ <u>359,186.09</u></b> |

| STAGE                                      | FEE                 |
|--|---------------------|
| A. Schematic Design Stage                  | \$53,869.50         |
| B. Design Development Stage                | \$147,496.24        |
| C. 100% Construction Documents & GMP Stage | \$157,820.35        |
|  |                     |
| <b>TOTAL</b>                               | <b>\$359,186.09</b> |

Notes:

1. Additional services must be authorized in writing by the City prior to performing any such services.
2. Invoicing for services rendered must be monthly.



## Attachment 1.1

### GENERAL INSURANCE

#### A. Insurance.

- (1) Before performing any work pursuant to this Contract, the CMAR must procure and maintain, during the life of this Contract, the insurance listed below against all claims of injury to persons or damage to property which may arise from or in connection with its performance of the Contract work, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A - Excellent: FSC VII." No changes can be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the CMAR. The insurance policies must remain in place until all of the CMAR's and subcontractor(s)' obligations and warranty periods in place pursuant to this Contract have been discharged or satisfied.
  
- (2) The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits are sufficient to protect the CMAR from liabilities that might arise out of the performance of the work done pursuant to this Contract by the CMARr, its agents, representatives, employees, or subcontractors. CMAR is free to purchase additional insurance as it may determine necessary. The extent of CMAR's liability for indemnity of the City must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the CMAR and its carrier.

B. Workers' Compensation and Employers' Liability Insurance. Coverage pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 for each accident; \$1,000,000 for each employee; and \$1,000,000 policy limit for bodily injury or disease. Proof of insurance must be filed by the CMAR with the City within **ten (10) calendar days** after the Effective Date of this Contract.

C. Comprehensive Commercial General Liability Insurance. The CMAR must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.

The policy must include General Liability with a limit of \$1,000,000 for General Aggregate; \$1,000,000 for each occurrence; \$1,000,000 for Products and Completed Operations; \$100,000 for damage to rented premises; and \$100,000 for Fire Damage. Proof of insurance must be filed by the CMAR with the City within **ten (10) calendar days** after the Effective Date of this Contract.

## Attachment 1.1

- D. **Automobile Liability Insurance.** The CMAR must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CMAR has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

The policy must include liability insurance with a limit of \$1,000,000 for each accident for property damage; \$1,000,000 for Bodily Injury with contractual liability coverage. Proof of such insurance must be filed by the CMAR with the City within **ten (10) calendar days** after the Effective Date of this Contract.

- E. **Waiver of Subrogation.** All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the CMAR for the City. It is the CMAR's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. **ADDITIONALLY, THE CMAR, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ANY SUBCONTRACTORS, AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY AND ITS INSURANCE CARRIERS FOR ANY LOSSES PAID, SUSTAINED, OR INCURRED, BUT NOT COVERED BY INSURANCE, THAT ARISE FROM THE CONTRACTUAL RELATIONSHIP OR WORK PERFORMED. THIS WAIVER APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CMAR OR ITS AGENTS MAY BE RESPONSIBLE.**

- F. **Policy Form.**

- (1) All policies required by this Contract, except for Workers' Compensation and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, CMAR must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (2) Insurance requirements itemized in this Contract, and required of the CMAR, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The CMAR is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.
- (3) Each insurance policy required by this Contract must:
  - (a) Apply separately to each insured against whom a claim is made and suit is brought, except with respect to limits of the insurer's liability.

## Attachment 1.1

- (b) Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The CMAR is to notify the City's Purchasing Division of any occurrence by written notice via certified mail, return receipt requested.
- (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
- (5) The CMAR is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether the City is an insured under the policy. CMAR's insurance is considered primary for any loss, regardless of any insurance maintained by the City.
- (6) All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract. All required certificates of insurance must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the work and a minimum of **thirty (30) calendar days** prior to expiration of the insurance Contract when applicable. All insurance certificates must be received by the City's Purchasing Division before the CMAR commences or continues work. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract.
- (7) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed pursuant to this Contract must be provided to CMAR's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured CMAR.

## **Attachment 1.2**

### **PROFESSIONAL LIABILITY INSURANCE**

The Consultant must procure and maintain, and require all subconsultants to procure and maintain, during the life of this Contract, professional liability insurance with a minimum \$2,000,000 per occurrence; and with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all professional liability insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Contract is written on a claims-made basis, the Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

**UNLESS THE PARTIES HAVE AGREED TO AN OPT-OUT PURSUANT TO FLORIDA STATUTES SECTION 558.005(1), AN EMPLOYED DESIGN PROFESSIONAL, OR AN AGENT OF THE CONSULTANT IS NOT INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THE COURSE AND SCOPE OF THIS CONTRACT FOR ECONOMIC DAMAGES SO LONG AS THE CONSULTANT MAINTAINS THE LIMITS OF PROFESSIONAL LIABILITY INSURANCE AS PROVIDED IN THIS ATTACHMENT.**

## Attachment 2.2

### CMAR SERVICES INDEMNITY, DEFENSE, AND RELEASE

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CMAR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER THE FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CMAR, OR THE CMAR'S OFFICERS, EMPLOYEES, AGENTS, SUB-CONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CMAR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. FURTHER, THE CMAR SHALL FULLY INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.
- C. The City must provide all available information and assistance that the CMAR may reasonably require regarding any claim. In the event of a claim, the city must promptly notify the CMAR in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the city and such insurance coverage will not be deemed a limitation on the CMAR's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. Nothing in this Contract shall be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract work.

## Attachment 5

### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CMAR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CMAR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of CMAR's Authorized Representative

William P. Byrne

\_\_\_\_\_  
Name

Chief Executive Officer

\_\_\_\_\_  
Title

7-11-24

\_\_\_\_\_  
Date

### Attachment 6

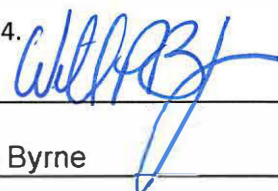
#### NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:

William P. Byrne who, being first duly sworn, deposes and says that:

1. Affiant is the CEO of AJAX Building Company, LLC, the Respondent that has submitted the attached reply;
2. Affiant is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed, and delivered on June 11, 2024.

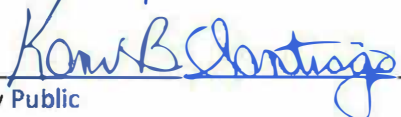


\_\_\_\_\_  
 Signature  
 William P. Byrne  
 \_\_\_\_\_  
 Printed Name  
 Chief Executive Officer  
 \_\_\_\_\_  
 Title

#### SWORN ACKNOWLEDGMENT

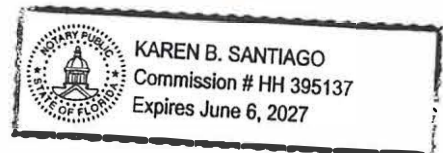
STATE OF Florida  
COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of July, 2024, by William P. Byrne.



\_\_\_\_\_  
Notary Public

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



### Attachment 7

#### CONFLICT OF INTEREST FORM

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

**PART I.** [Select and complete all that apply]:

I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: \_\_\_\_\_

I am the spouse or child of an employee, public officer, or advisory board member of the City.

Identify the name of the spouse or child: \_\_\_\_\_

I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/CMAR or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity \_\_\_\_\_

Bidder/CMAR employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member \_\_\_\_\_

None of the Above

**PART II: Will you request an advisory board member waiver?**

I WILL request an advisory board member waiver under §112.313(12)

I WILL NOT request an advisory board member waiver under §112.313(12)

N/A

The City will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.

\_\_\_\_\_  
Signature of Person Authorized to Bind the CMAR

\_\_\_\_\_  
Printed Name  
William P. Byrne

\_\_\_\_\_  
Title  
Chief Executive Officer

\_\_\_\_\_  
Date



**Attachment 8**

**PUBLIC ENTITY CRIME INFORMATION**

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CMAR, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, William P. Byrne, being an authorized representative of the CMAR,

have read and understand the contents above.

I certify that the CMAR is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: 813-792-3900 Fax #: 813-792-3938

Federal ID #: 59-0969709 Email: Bill.Byrne@ajaxbuilding.com

*William P. Byrne*

Signature of CMAR's Authorized Representative

William P. Byrne, Chief Executive Officer  
Name and Title of CMAR's Authorized Representative

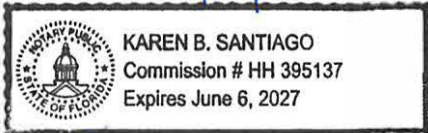
*7-11-24*

Date

**SWORN ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of July 2024, by William P. Byrne.



*Karen B. Santiago*  
Notary Public – State of Florida

Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

**Attachment 9**

**DRUG FREE WORKPLACE FORM**

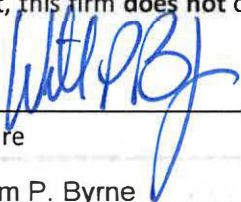
The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the CMAR, Ajax Building Company, LLC):

- 1. Publishes 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. Informs 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. Gives each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notifies employees that, as a condition of working on the commodities or Contractual services that are under bid, 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 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. Imposes 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. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

**Check one:**

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

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
William P. Byrne  
Printed Name

\_\_\_\_\_  
Chief Executive Officer  
Title

\_\_\_\_\_  
7.11.24  
Date

**Attachment 11**

**SCRUTINIZED COMPANY CERTIFICATION FORM**

CMAR Company Name: Ajax Building Company, LLC

Authorized Representative Name and Title: William P. Byrne, Chief Executive Officer

Address: 109 Commerce Blvd City: Oldsmar State: FL ZIP: 34677

Phone Number: 813-792-3900 Email Address: Bill.Byrne@ajaxbuilding.com

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

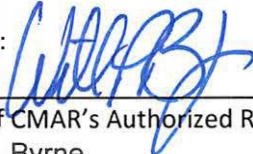
A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

**CHOOSE ONE OF THE FOLLOWING**

This Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:   
Signature of CMAR's Authorized Representative  
William P. Byrne  
Print Name  
Chief Executive Officer  
Title  
7-11-24  
Date

## Attachment 12

### CMAR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned CMAR, after being duly sworn, states the following:

1. CMAR is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. CMAR has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
  - a. All persons newly hired by the CMAR to perform employment duties within Florida during the term of the contract; and
  - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned or used by the CMAR to perform Work pursuant to the Contract with the City.
3. If the CMAR becomes the successful CMAR who enters into a contract with the City, then the CMAR will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. CMAR will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. CMAR will maintain the original affidavit of all subcontractors for the duration of the Contract.
6. CMAR affirms that failure to comply with the state law requirements can result in the City's termination of the Contract and other penalties as provided by law.
7. CMAR understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the Contract, if one is entered into, and may subject the CMAR named in this certification to civil penalties, attorneys' fees and costs.

CMAR: Ajax Building Company, LLC

Certified By:  \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: William P. Byrne, Chief Executive Officer

Date Certified: 7-11-24