STANDARD FORM OF AGREEMENT
BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND
CONSTRUCTION MANAGER WHERE THE CONSTRUCTION MANAGER
IS ALSO THE CONSTRUCTOR ON AN AT RISK BASIS

THIS AGREEMENT made this **5th** day of **November** in the year **2026** **between** the **SCHOOL BOARD OF CLAY COUNTY, FLORIDA**, hereinafter called the OWNER, and **Allstate Construction, Inc.** hereinafter called the CONSTRUCTION MANAGER,

That WHEREAS OWNER intends to construct a **Classroom Addition Project at Lake Asbury Elementary School** hereinafter called the project, and

WHEREAS the CONSTRUCTION MANAGER affirms he is properly qualified and licensed to render the professional services required by this agreement in the State of Florida and the County of Clay.

NOW, THEREFORE, the OWNER and the CONSTRUCTION MANAGER for the consideration of provisions, mutual promises, covenants and conditions hereinafter set for or recited, agree as follows:

I. The CONSTRUCTION MANAGER agrees to perform, for the above-named project, professional services as herein set forth and in accordance with the terms and conditions of this agreement.

II. The OWNER agrees to compensate the CONSTRUCTION MANAGER for professional services rendered in accordance with the terms and conditions of this agreement as follows:

   A. Preconstruction Services: This agreement specifies a fixed fee of **$45,250.00** for preconstruction services which is based on **0.25%** of the budgeted funds for the cost of the work.

   B. Construction Services: This agreement is to be on an at-risk basis with a fee of **4.5%** of the cost of the work.

   C. Period of Service: The CONSTRUCTION MANAGER shall commence work on the date of this agreement and shall Substantially Complete **June 30, 2028.** The project shall attain Final Completion Sixty **(60)** days after the Substantial Completion date.

III. The CONSTRUCTION MANAGER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSTRUCTION MANAGER, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSTRUCTION MANAGER, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT.

IV. The CONSTRUCTION MANAGER and OWNER agree that the TERMS AND CONDITIONS of this AGREEMENT, pages 1 through 13, are hereby made a part of this AGREEMENT as is included herein.

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT the day and year first above written.

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By:_____
Erin Skipper, Chairperson

WITNESSES (As to School Board)

Attest:

By: _____
David S. Broskie, Superintendent of Schools

CONSTRUCTION MANAGER

By:_____
Allstate Construction, Inc.
Scott Brewer, Principal-In-Charge

WITNESSES (As to Construction Manager)

TERMS AND CONDITIONS OF AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA AND CONSTRUCTION MANAGER

ARTICLE I

GENERAL

PROVISIONS

1.1 RELATIONSHIP OF PARTIES

A. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The Construction Manager shall furnish plan and specification review, value engineering, construction administration and management services and use the Construction Manager's best efforts to perform the project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect, Construction Manager, and other persons or entities employed by the Owner for the project.

ARTICLE II

CONSTRUCTION MANAGER'S RESPONSIBILITY

2.1 PRE-CONSTRUCTION PHASE

A. The first responsibility of the Construction Manager is to assist the Owner and Architect in maintaining the cost of the project within the established budget of **$18,100,000.00** which is the total amount available for the cost of the work.

B. The Construction Manager shall comply with all directives and instructions issued by the Owner and shall incorporate them into the project if within the terms and conditions of this agreement. He shall further comply with the Florida Building Code and State Requirements for Educational Facilities in effect at the time of entering into this agreement.

C. If the Owner, Architect, and Construction Manager agree, the construction phase may commence before the pre-construction phase is completed, in which case both phases shall proceed concurrently.

D. If needed, the Construction Manager, with the Architect, shall jointly schedule and attend regular meetings with the Owner in order to discuss and decide on alternatives to the current plans and specifications to reduce the project to within budget.

E. The Construction Manager shall make recommendations to the owner and Architect regarding the phased issuance of plans and specifications to facilitate phased construction of the work, taking into consideration such factors as economies, time of performance,

availability of labor and materials and provisions for temporary facilities.

F. The Construction Manager shall seek to develop subcontractor interest in the project and shall furnish to the Owner for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the work. The Owner will promptly reply in writing to the Construction Manager if either knows of any objection to such subcontractor or supplier. The receipt of such a list shall not require the Owner to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier.

G. The Construction Manager shall comply with applicable laws, regulations and special requirements of the agreement documents regarding competitive bidding of subcontractors, suppliers and equal employment opportunity.

H. Within **30** days after the Construction Manager receives final construction documents, the Construction Manager will submit its proposed guaranteed maximum price (GMP) to the Owner. The parties will agree, subject to Board approval, on the Contract Price as soon as practical after the Construction Manager submits the proposed guaranteed maximum price. The GMP proposal, to become an amendment to this agreement, will be presented to the School Board at the next available meeting for approval.

2.2 CONSTRUCTION PHASE

A. This phase shall commence on the Owner's first authorization to the Construction Manager to award a subcontract or undertake construction work with the Construction Manager's own forces, or issue a purchase order for materials or equipment required for the work.

B. The Owner is tax exempt from sales tax on the purchase of construction materials. The Owner has elected to exercise this right to purchase directly various construction materials, supplies, and equipment that may be a part of this Contract. Such direct purchase shall be without any additional cost to the Owner. The Owner shall, via Purchase Orders (PO), purchase the materials and the Construction Manager shall assist the Owner in the preparation of the purchase orders. The materials shall be purchased from the Vendors selected by the Construction Manager for the price originally negotiated by the Construction Manager. See project specifications for complete details and information.

C. Those portions of the work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors and from suppliers of materials or equipment fabricated to a special design for the work. The bids shall be opened in the presence of and in a location agreed to by the Owner's representative. The Owner shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, because the guaranteed maximum price has been established, the Owner

may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

D. The Construction Manager shall schedule and conduct meetings at which the Owner, Architect, Construction Manager and appropriate subcontractors can discuss the status of the work. The Construction Manager shall prepare and promptly distribute meeting minutes.

E. The Construction Manager shall provide monthly written reports to the Owner and Architect on the progress of the entire work. The Construction Manager shall maintain a daily log containing a record of weather, subcontractors working on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect.

F. The Construction Manager shall develop a system of cost control for the work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and submit the variances to the Owner at quarterly intervals.

ARTICLE III

OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

A. The Owner shall provide full information in a timely manner regarding the requirements of the project, the Owner’s objectives for the project and any other aspect about the project the Construction Manager may request.

3.2 TESTS, SURVEYS, AND REPORTS

A. The Owner shall provide, as requested by the Construction Manager, the following:

1. Boundary Survey
2. Topological Survey
3. Environmental Survey
4. Geotechnical Survey
5. Soil Boring Report

3.3 OWNER’S DESIGNATED REPRESENTATIVE

A. The Owner’s designated representative is **Robbie Bumpers**.

ARTICLE IV

COMPENSATION AND PAYMENT FOR PRE-CONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payment to the Construction Manager for pre-construction phase services as follows:

4.1 COMPENSATION

A. For the services rendered during the preconstruction phase, **$45,250.00**, which is **0.25%** of the funds budgeted for the cost of the work.

4.2 PAYMENTS

A. Payments for Preconstruction Services shall be submitted on the School District's Standard Payment Schedule and shall be made in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total basic fee:

Schematic Design Phase…	10%
Preliminary Development Phase…	30%
Final Documents Phase	70%
Submission of Guaranteed Maximum Price	100%

The School Board of Clay County will make payments based on Florida Statute 218, Timely Payment for Purchases of Construction Services.

ARTICLE V

COMPENSATION AND PAYMENT FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for construction phase services as follows:

5.1 COMPENSATION

A. For the services rendered during the construction phase, the total fee is based on the sum of the cost of the work.

B. "Cost of the Work" means costs necessarily incurred by the Construction Manager in the performance of the Work including General Conditions. Such costs shall not be at rates higher than those customarily paid at the place of the Project except with the prior consent of the Owner. The Cost of the Work shall include only the following items:

1. Wages paid, and associated costs incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreement (and for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions), for construction workers directly employed by the Construction Manager to perform construction of the Work at the Project site or, with the Owner's agreement, at off-site workshops.

2. Any travel and meals must be approved by the Owner.

3. Payments properly made by the Construction Manager to subcontractors for performance of portions of the Work, including any insurance and bond premiums incurred by subcontractors.

4. Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

5. Costs, less salvage value, of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of the Construction Manager, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by the Construction Manager at the Project site, whether rented from the Construction Manager or others, and incurred in the performance of the Work.

7. Cost of removal of debris and waste from the Project site.

8. The reasonable costs and expenses incurred in establishing, operating and demobilizing the site office, including the cost of facsimile transmissions, long distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

9. Premiums for insurance and bonds required by this Agreement or the performance of the Work.

10. Fuel and utility costs incurred in the performance of the Work.

11. Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

12. Costs for permits, royalties, licenses, tests and inspections incurred by the Construction Manager as a requirement of the Contract Documents.

13. Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

14. Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by the Owner.

15. Costs incurred by the Construction Manager to repair or correct defective, damaged or nonconforming Work, provided (a) such defect, damage or nonconformance was caused by the ordinary mistakes or inadvertence, and not the negligence, of the Construction Manager or its subcontractors; and (b) the costs associated with such defective, damaged or nonconforming Work are not recoverable from insurance or subcontractors.

16. Reasonable and necessary legal expenses arising from the Construction Manager's performance of the Work, provided such costs do not arise from (a) disputes between the Owner and the Construction Manager, or (b) the Construction Manager's breach of any agreement, including any provision of this Agreement.

17. The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against the Construction Manager resulting from such suits or claims, and paying settlements made with Owner's consent.

18. Construction Manager's on-site project management staff and off-site staff, to the extent such personnel provide services directly in furtherance of the Project.

5.2 PAYMENT

A. Payment shall be made monthly following presentation of the Construction Manager's invoice and is to be in proportion to the work and services performed. The Owner will make payments based on Florida Statute 218, Timely Payment for Purchases of Construction Services.

5.3 GUARANTEED MAXIMUM PRICE

A. The sum of the cost of the work and the Construction Manager's fee are guaranteed by the Construction Manager, subject to additions and deductions by changes in the work as approved by the Owner by change order. Costs which would cause the guaranteed maximum price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.4 CHANGES IN THE WORK

A. No change to the scope of the work shall be made without approval of the Owner and the execution and approval of a change order through the School Board of Clay County.

B. Changes in work that result in a cumulative increase in the Cost of Work of $300,000.00 or more shall include additional Construction Manager's fee of **4.5%** of said increase. Changes in work that result in a cumulative decrease in the cost of work of $300,000.00 or more shall include a decrease in Construction Manager's fee of **4.5%**. If the increase in cost of work is due to the fault of the Construction Manager, then no additional Construction Manager fees shall be included.

C. Changes in work that increase the Cost of Work and result in time extension of the project shall include additional costs for Construction Manager's General Conditions. General Conditions shall be itemized. Changes in work that decrease the Cost of Work, will not include a reduction in General Conditions unless there has been a reduction in the days approved for the project or Owner can demonstrate that such decrease will result in reduction in General Conditions or Owner can demonstrate that the decrease in cost of work without a reduction in General Conditions results in inequity to the Owner.

5.5 RETAINAGE

A. Five percent (5%) shall be retained on all invoices for payment. Retainage shall be reduced to two- and one-half percent (2.5%) at Substantial Completion and paid in full at Final Completion.

5.6 FINAL PAYMENT

A. Final payment shall be made by the Owner to the Construction Manager when (1) the contract has been fully performed by the Construction Manager; (2) a final application for payment and a final accounting for the cost of the work have been submitted by the Construction Manager and reviewed by the Owner; (3) a final certificate for payment has been issued by the Architect; and all (4) warranties, guarantees, As-Built Drawings, and operating manuals have been received.

ARTICLE VII

LIQUIDATED DAMAGES

6.1 TIME OF COMPLETION

A. In as much as failure to complete the project within the time fixed in the Agreement will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not substantially completed, or within such further time, if any, as in accordance with the provisions of the contract documents shall be allowed for substantial completion, the Construction Manager shall pay to the Owner as liquidated damages for such delay, and not as a penalty, one thousand dollars ($1,000.00) for each and every calendar day elapsing between the date fixed for substantial completion and the date such substantial completion is fully accomplished, and five hundred dollars ($500.00) for each and every calendar day elapsing between date fixed for Final Completion and the date such Final Completion is fully accomplished. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Construction Manager to the Owner under the provisions of the contract documents, except for Construction Manager's delays.

B. This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the contract. The Owner's exercise of the right to terminate shall not release the Construction Manager from his obligation to pay said liquidated damages in the amounts set out in the Agreement.

C. It is further agreed that the Owner may deduct from the balance retained by the Owner under the provisions of Article 4 of the Agreement as the case may be, or such portion thereof as the said retained balance will cover.

ARTICLE VII

INSURANCE BONDS

7.1 INSURANCE

A. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
   1. Premises Operations (including X, C, and U coverages as applicable).
   2. Independent Construction Manager's Protective.
   3. Products and Completed Operations.
   4. Personal Injury Liability with Employment Exclusion deleted. Hazards A, B, and C.
   5. Contractual, including specified provision for Construction Manager's obligation under Paragraph 2.18 (Specific reference to the Contract to be included).
   6. Owned, non-owned and hired motor vehicles.
   7. Broad Form Property Damage including Completed Operations.
   8. Employees as additional insured.

B. The insurance shall be written for not less than the following limits, or greater if required by law:

   1. Worker's Compensation:
      a. State: Statutory
      b. Employer's Liability: **$100,000.00** by accident
         $500,000.00 by Disease, Policy Limit
         $100,000.00 by Disease, Each Employee

   2. Comprehensive General Liability (Including Premises-Operations; Independent Construction Manager's Protective; Products and Completed Operation Broad Form) (Liability, Contractual Liability)
      a. Bodily Injury
         1. Each Occurrence **$1,000,000.00**
         2. Annual Aggregate **$2,000,000.00**

      b. Property Damage
         1. Each Occurrence **$1,000,000.00**
         2. Annual Aggregate **$2,000,000.00**

   3. Personal Injury
      a. Each Occurrence **$1,000,000.00**

   4. Completed Operations and Products Liability shall be maintained for one (1) year after final payment.

   5. Property Damage Liability Insurance shall include coverage for the following hazards:

X, C, U.

6. Comprehensive Automobile Liability (including owned, non-owned, and hired vehicles): Combined Single Limit of Liability for Bodily Injury and Property Damage
   a. Each Occurrence **$1,000,000.00**

7. If an exposure exists, Aircraft Liability (owned and non-owned), with limits approved by the Owner shall be provided.

Insurance is to be written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

The Construction Manager shall not commence any work in connection with this Agreement until he has obtained all of the required types of insurance and such insurance has been approved by the Owner, nor shall the Construction Manager allow any Subcontractor to commence work until his insurance has been so obtained and approved. The Owner shall be named as Additional Insured on the Comprehensive General Liability policy. All insurance policies shall be with insurers qualified and doing business in Florida and having an A.M. Best Rating of A-VII or better.

The Construction Manager shall require the Subcontractor to provide Workman's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply fully with the Florida Workmen's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workmen's Compensation Statute, the Construction Manager shall provide, and cause each Subcontractor to provide, adequate insurance satisfactory to the Owner for the protection of his employees not otherwise protected.

The Construction Manager shall be responsible for purchasing and maintaining an Owner's Protective Liability Insurance Policy.

Until work is completed and accepted by the Owner, the Construction Manager shall purchase and maintain property insurance upon the entire work at the site of the full insurable value thereof.

C. Builders Risk Insurance

Unless otherwise provided, the Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Construction Manager, Subcontractors and Sub-subcontractors in the Project.

The Construction Manager's attention is called to the fact that Builder's Risk Insurance usually excludes coverage of theft of materials and equipment stored on the site but not yet installed in the facility. Therefore, it shall be the responsibility of the Construction Manager to protect and to replace any loss of materials or equipment due to such theft, until final acceptance of the project.

The Builder's Risk policy is usually subject to a deductible on each and every loss. In event that a minimal deductible is required by the Insurer, the deductible portion of such loss, for materials or equipment installed in the facility, shall be the responsibility of the Owner; provided, however, such deductibles will be responsibility of the Construction Manager to the extent the loss is caused by the negligence or intentional misconduct of the Construction Manager, any of its Subcontractors or material suppliers, or any other person for whom the Construction Manager is responsible.

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

If the Owner requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Construction Manager shall, if possible, include such insurance, and the cost thereof shall be charged to the Owner by appropriate Change Order.

Before an exposure to loss may occur, the Construction Manager shall file with the Owner a copy of each policy that includes insurance coverages required by this Paragraph. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days prior written notice has been given to the Owner.

The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest objects in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved through legal action

D. Certificates of Insurance

The certificates shall be dated, addressed to the Owner and shall set forth the following:

1. Name of Insured
2. Specific Job and Job Number
3. Name of Insurers
4. Number of Policy
5. Effective and Termination Dates
6. The Coverages and Limits
7. Statement that the insurer will mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
8. The Clay County District School Board names as Additional Insured Party on Comprehensive General Liability Certificate Only.

ARTICLE VIII

PERFORMANCE BOND AND PAYMENT BOND

8.1 PERFORMANCE AND PAYMENT BOND

The Construction Manager shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. These bonds must be written by an insurance company having an A.M Best Rating of "A-VIII" or better. Bonds may be obtained through the Construction Manager's usual source and the cost thereof shall be included in the Contract sum. The amount of each bond shall be equal to 100% of the Contract Sum.

The Construction Manager shall deliver the required bonds to the Owner not later than three (3) days following the date of School Board approval of the Guaranteed Maximum Price, or if the Work is to be commenced prior thereto in response to a letter of intent, submit evidence satisfactory to the Owner that such bonds will be furnished.

The Construction Manager shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE IX

ACKNOWLEDGEMENT

This Agreement has been fully read and is agreed to by:

Construction Manager
Allstate Construction, Inc.
Scott Brewer, Principal-In-Charge

Date 10.1.26

ADDENDUM TO THE STANDARD FORM AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, AND CONSTRUCTION MANAGER WHERE THE CONSTRUCTION MANAGER IS ALSO THE CONSTRUCTOR ON AN AT RISK BASIS

The Terms of this Addendum are incorporated into The Standard Form Agreement Between the School Board of Clay County, Florida ("SBCC"), and Construction Manager Where the Construction Manager ("CM") is Also The Constructor on an At Risk Basis (hereinafter "the Agreement"). The incorporated terms are as follows:

1. Contract Documents: The Contract Documents shall include (a) The Agreement;

(b) The Terms and Conditions of Agreement Between The School Board of Clay County, Florida, and Construction Manager, which Terms are attached to The Agreement and signed by the construction manager; (c) this Addendum; (d) all sections, subsections, and terms of the Project Manual, both volumes 1 and 2, which pertain to the construction of the **Classroom Addition Project at Lake Asbury Elementary** (e) all terms of the Front End Specifications included in the Project Manual; (f) any and all terms of any AIA Document, including but not limited to A701 and AlOl, which are incorporated into or referred to in the Project Manual; and (g) any supplemental terms referenced in the Project Manual, which Contract Documents shall include any amendments to said Contract Documents entered or made from time to time by mutual consent of the parties to this Agreement.

2. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the *Florida Statutes.* Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CM or any other person, corporation, or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.

3. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, widespread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

4. Laws and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.

5. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and subcontractors) (go to Clay County District Schools website for fingerprinting procedures). CM represents and warrants to the SBCC that CM is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the *Florida Statutes* regarding background investigations. CM covenants to comply with all requirements of the above-cited statutes at CM's sole expense and shall provide the SBCC proof of such compliance upon request.

6. Certification: By executing this Agreement, CM swears and affirms under penalty of perjury that all its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's fingerprinting procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's fingerprinting procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CM agrees to indemnify and hold harmless SBCC, its officers, employees, and agents from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CM's failure to comply with any of the above.

7. E-Verify: CM named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CM certifies that it, and any subcontractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b), *Fla. Stat.,* that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CM must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CM that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, *Fla. Stat.,* the SBCC shall terminate this Agreement if it has a good faith belief that the CM has knowingly violated Section 448.09(1), *Fla. Stat.* If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CM, has knowingly violated Section 448.09(1) or 448.095(2), *Fla. Stat.,* the SBCC shall notify the CM and order the CM to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CM pursuant to Section 448.095(2)(c), *Fla. Stat.,* the CM will not be awarded a public contract for at least one year after the date of such termination.

8. Public Records Requirements: CM is required to comply with the Florida Public Records Law, Chapter 119, *Florida Statutes,* in the performance of, CM's duties under this Agreement, and will specifically:

a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.

b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CM seeks to produce in response to a public records request.

c. Ensure all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.

d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CM's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible with the SBCC's information technology systems.

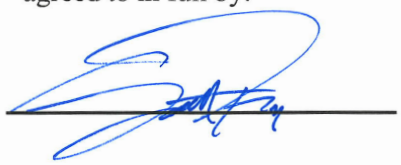
e. The SBCC is authorized to collect, use, or release social security numbers (SSN) of CM and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections l 19.07(5)(a)2 and 3, *Florida Statutes).*

(i). Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla.
Admin. Code 11 C-6.003 and *Fla. Stat.* § 119.07(5)(a)6]; and

(ii) CM or Contractor that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and *Fla. Stat.§* 119.07(5)(a)2 and 6]

CM's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

The undersigned hereby affirms that this Addendum has been read and the terms are agreed to in full by:



10.1.26

Construction Manager
Allstate Construction, Inc.
Scott Brewer, Principal-In-Charge

Date