



Agenda Item Details

Meeting	Oct 23, 2023 - Regular Meeting
Category	7. Consent Agenda
Subject	7.13 Renewal of RFQU 19-01 Construction Total Program Management Services, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Preferred Date	Oct 23, 2023
Absolute Date	Oct 23, 2023
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Capital Outlay
Recommended Action	Motion to approve the renewal of RFQU 19-01 Construction Total Program Management Services for another five-year term adhering to the current terms and conditions, effective November 13, 2023, through November 12, 2028.

Public Content

Request approval to renew RFQU 19-01 Construction Total Program Management Services for another five-year term adhering to the current terms and conditions. The Vendor is Jacobs/Titan Technologies. Funding will be paid from Capital, and the renewal is effective November 13, 2023, through November 12, 2028. Copies of the renewal documents are attached.

For additional information, please contact Dr. Bill Smith, (850) 689-7890.

[RENEWAL DOCUMENTS.pdf \(10,040 KB\)](#)

Administrative Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

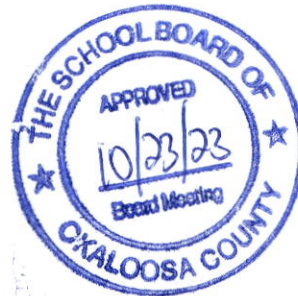
Motion & Voting

Motion to approve the Consent Agenda and all of the Consent Agenda items as recommended by the Superintendent.

Motion by Tim Bryant, second by Marti Gardner.

Final Resolution: Motion Carries

Yes: Tim Bryant, Marti Gardner, Diane Kelley, Lamar White



SCHOOL DISTRICT OF OKALOOSA COUNTY
Purchasing Department

SUPERINTENDENT OF SCHOOLS
MARCUS D. CHAMBERS

ATTORNEY TO THE BOARD
C. JEFFREY McINNIS, ESQ.

PGM. DIRECTOR - PURCHASING
VINCE WINDHAM, CPPB



BOARD MEMBERS
TIM BRYANT
MARTI GARDNER
LINDA EVANCHYK
DIANE KELLEY
LAMAR WHITE

October 2, 2023

Jacobs/Titan Technologies
Attn: Mr. Leslie Rose
1501 Merchants Way
Niceville, FL. 32578

Mr. Rose,

On November 13, 2018, the School Board of Okaloosa County, Florida approved the agreement between The School Board of Okaloosa County, FL and Jacobs/L-3, a Joint Venture for RFQU 19-01 Construction Total Program Management Services. On April 22, 2019, the School Board of Okaloosa County, Florida approved the Assignment and Assumption agreement between Jacobs/L-3, a Joint Venture, and Jacobs/Titan Technologies, a Joint Venture. The original contract term is for the period of November 13, 2018 through November 12, 2023.

Contract terms state that the term of this agreement may be renewed for one (1) additional five (5) year term upon the mutual agreement and negotiation of the parties. The School Board of Okaloosa County, Florida would like to request that this contract be renewed for the period of November 13, 2023 through November 12, 2028.

Please check one of the responses below indicating your decision regarding this request. Please sign and return this letter, along with a completed copy of the Federal Debarment Certification (attached), Scrutinized Company Certification (attached), and a current Certificate of Insurance (COI) for your business to my attention. Please email your response to WindhamV@Okaloosa.Schools.com.

All contractors must continue to comply with the insurance requirements as provided in the original contract documents. If your Certificate of Insurance is current, please disregard. If there are questions concerning the COI requirements please contact Russ Frakes in Risk Management at (850) 833-3195 or email Russ at FrakesR@OkaloosaSchools.com.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Vince Windham".

Vince Windham
Program Director of Purchasing

I agree to renew the contract adhering to the current terms and conditions for a five (5) year term for the period of November 13, 2023 through November 12, 2028.

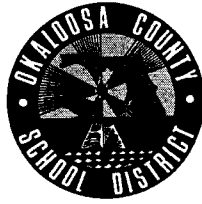
I decline to renew the contract for an additional five (5) year period.

Signature*:

Title: Manager

Print Name: Les Rose

Date: Oct 4, 2023



Agenda Item Details

Meeting	Nov 13, 2018 - Regular Meeting
Category	8. Consent Agenda
Subject	8.10 Agreement between The School Board of Okaloosa County, FL and Jacobs/L-3, a Joint Venture, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Capital Outlay

Recommended Action Motion to approve the agreement between The School Board of Okaloosa County, FL and Jacobs/L-3, a Joint Venture for RFQU 19-01 Construction Total Program Management Services.

Public Content

Request approval of the agreement between The School Board of Okaloosa County, FL and Jacobs/L-3, a Joint Venture for RFQU 19-01 Construction Total Program Management Services. The five (5) year agreement is effective November 13, 2018 through November 12, 2023.

2018 Total Program Management Services Agreement final-with Edit 4.2.pdf (7,583 KB)

Administrative Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

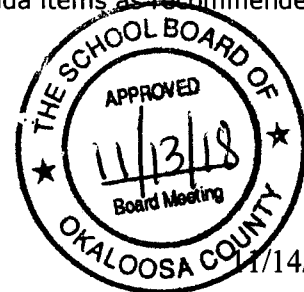
Motion & Voting

Motion to approve the Consent Agenda as amended and all of the Consent Agenda items as recommended by the Superintendent

Motion by Rodney Walker, second by Dewey Destin.

Final Resolution: Motion Carries

Yes: Tim Bryant, Dewey Destin, Melissa Thrush, Rodney Walker, Lamar White



AGREEMENT FOR

TOTAL PROGRAM MANAGEMENT SERVICES

BETWEEN

THE SCHOOL BOARD OF OKALOOSA COUNTY,
FLORIDA

AND

JACOBS/L-3, A Joint Venture

November 13, 2018

**AGREEMENT FOR
TOTAL PROGRAM MANAGEMENT SERVICES
ON A TASK ORDER BASIS**

THIS AGREEMENT is entered into and effective this 13th day of November 2018 by and between the School Board of Okaloosa County, Florida (hereinafter "Owner") whose address is Carver Hill Administration Complex, 461 West School Avenue, Crestview, Florida 32536 and Jacobs/L-3, A Joint Venture, as the Total Program Manager (hereinafter "TPM"), whose address is 501 North Broadway, St. Louis, Missouri 63102 and with a local address of 70 Ready Ave NW, Fort Walton Beach, Florida 32547.

RECITALS

1. The Owner proposes a multi-site, multi-project facilities improvement program of remodeling, renovation, additions, and new construction. It is the intent of this Indefinite Delivery Indefinite Quantity (IDIQ) to have TPM complete additional project assignments as directed by the Owner during the term of this Agreement for services. The Owner retains the right to add, delete, and modify the IDIQ assignments awarded to the TPM without invalidating the Agreement.
2. The Owner wishes to retain the TPM to coordinate and manage the program consistent with the Owner's objectives for schedule, budget and quality.
3. The TPM and its Program Management Team are experienced and skilled in providing program management services for the design, construction and equipping of schools and other projects and wish to enter into a contract with the Owner to perform Total Program Management Services.

**ARTICLE I
THE PROGRAM MANAGEMENT TEAM AND EXTENT OF AGREEMENT**

The TPM accepts the relationship of trust and confidence established between it and the Owner by this Agreement. TPM agrees to furnish efficient business administration and management, and to use its best efforts to manage the design, construction and completion of Owner's projects in the most expeditious and economical manner consistent with good program management practices and within the Guaranteed Maximum Price and Task Order Master Schedule, or other mutually agreed-upon Task Order basis, to be proposed by the TPM and approved by Owner under paragraph 2.4 below, and within the terms of this Agreement and in compliance with applicable Federal, state and local laws.

1.1 The Program Management Team.

Jacobs is the managing partner of the Joint Venture for this Agreement. Jacobs/-L-3, have entered into a joint venture agreement to establish themselves as a Program Management Team (hereinafter referred to as "the Program Management Team or TPM") to carry out the obligations of the Prime Contractor under this Agreement. The Owner is a third party beneficiary to the Joint Venture Agreement referenced herein. The agreement between Jacobs and Titan is attached to and made a part of this Agreement as Exhibit "A." The Program Management Team is committed to providing their combined skills and capabilities to achieve the Owner's objectives for schedule, budget and quality. At all times during the Program, the Program Management Team will provide adequate and qualified program management staff to complete the Program in accordance with the Master Schedule. Upon the reasonable written request of Owner the TPM shall remove and replace any of the key personnel assigned to this Program.

1.2 The Program.

The Program is a multi-site program of remodeling, renovations, additions, and new projects which are to be implemented during the term of this Agreement. The specific projects which the Owner wants to implement will be identified in each task order(s) issued by the Owner. The Owner may add, delete or change the Project Priority List with deletions limited to what is required as a result of funding limitations within the term of the Agreement. At its option, the Owner may direct TPM in writing to perform select work on a Time and Materials or Firm Fixed Price basis. The TPM will promptly review data furnished by Owner on existing facilities and sites including building plans, site surveys and maintenance records. The TPM shall review and evaluate the Owner's Program to ascertain requirements for each Project. Based on this review the TPM will develop and present for the Owner's approval a management and work plan for the Program and for each Project. This plan will be submitted within six (6) weeks of the issuance of a written notice-to-proceed from Owner to TPM and will include the Program Master Schedule, a staffing plan, a list of deliverables to which the Owner shall have the rights as provided for under Article 13 herein that shall include useable Phase 1 Criteria Documents as described in Section 2.3 herein prior to the Guaranteed Maximum Price and a Program Procedures Manual.

1.3 Individual Projects.

A Project is the design and construction of one or more of the facility improvements identified in individual task order(s) including all design services and all labor, materials and equipment used or incorporated in the improvement. Each of the Projects identified in individual task order(s) are intended to proceed on an independent but continuous basis and are to be completed in accordance with a Master Schedule, to be proposed by TPM upon the request of and subject to the approval by Owner.

1.4 Responsibility for Services.

1.4.1 Design services for each project will be furnished or provided by TPM with its own forces, who shall be qualified professionals, and by subconsultants selected by and under contract with and paid by TPM. TPM will be fully responsible for all aspects of the design of all projects under this Agreement including pre-design, schematic design, design development and budgeting. All design services will be performed by licensed professionals as required by law. To the extent design services are assigned to subconsultants, such subconsultants shall be selected, for contract negotiations by TPM, either from the list of firms previously qualified by TPM (Exhibit "B" which will be provided to Owner within 120 days of the approval of this Agreement) and/or through a selection process consistent with the requirements of the Florida Consultant Competitive Negotiations Act, section 287.055.

1.4.2 Construction services will be performed by qualified construction contractors and suppliers selected by competitive bid process and paid by the TPM and under contract with TPM. The TPM may provide General Conditions services with its own forces and provide equipment and materials to be performed or used at a construction site but not incorporated into a Project. TPM may also perform construction services on an emergency basis consistent with procedures approved by Owner. For the purposes of this Contract the term General Conditions shall mean those project site services that are not incorporated as a permanent part of the Project. TPM will be allowed to self-perform upon evidence that such performance is appropriate to achieve improved costs, quality, schedule or other Program objectives if approved by Owner. The TPM may also perform work on a Time and Materials or Firm Fixed Price basis if so directed by Owner in writing.

1.5 Extent of Agreement.

1.5.1 This Agreement represents the entire agreement between the Owner and the TPM and supersedes all prior negotiations, representations or agreements. This Agreement shall not be superseded or modified by any provision of the documents for construction and may be amended only by written instrument signed by both Owner and TPM.

1.5.2 General Conditions (which provisions shall be deemed in addition to analogous provisions herein.)

For the Construction Phase 3 the General Conditions of the Contract shall be the 2017 Edition of AIA Document A201, General Conditions of the Contract for Construction, which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases services proceed concurrently, AIA Document A201 shall apply to Preconstruction Phase services only as specifically provided in this Agreement. The term "Contractor" as used in AIA Document A201 shall mean the TPM. In the event of any conflict or inconsistency between the provisions contained in

this Agreement and those as contained in the General Conditions, then the terms contained within this Agreement document shall prevail.

ARTICLE 2 TPM'S RESPONSIBILITIES

2.1 TPM's Program Services - Planning, Programming, Scoping and Preliminary Design.

The TPM will provide program management services to coordinate and manage the design and construction of the Projects identified in individual task order(s). Program management services include planning, programming, scoping, preliminary design and other services necessary or appropriate to developing a Guaranteed Maximum Price for the projects identified in individual task order(s) as may be amended by Owner during the term of this Agreement as provided in Section 1.2 above. Upon approval of a Guaranteed Maximum Price and a Program Master Schedule, the primary responsibility of the TPM will be to achieve delivery of the projects on time and within budget. The scope of the TPM's services is as set forth in Article 2 of this Agreement and in the Criteria Document prepared by TPM and approved by Owner. The TPM's services include:

2.1.1 Provide all program services in Section 2 of the Request for Qualifications for Construction Total Program Management (TPM) Services for Okaloosa County Schools Capital Improvement Program as issued by the Owner dated September 11, 2018. Except that the TPM shall not include within its proposed Guaranteed Maximum Price funds for site acquisition.

2.1.2 Develop design standards and master specifications to promote replication and re-use of plan components among Projects. The TPM will coordinate with the Seat Management Contractor to incorporate Board approved technology standards into the task order(s). These standards will be updated periodically to keep up with current technology.

2.1.3 Develop a master Program budget (Program Budget) and cash flow schedule for all aspects of the Program for which TPM is responsible under this Agreement;

2.1.4 Develop and maintain an electronic document management system for all plans, construction documents, drawings, legal documents, financial schedules and other schedules and documents related to the Program and provide system access to Owner, the content of which shall remain the property of the Owner;

2.1.5 Develop a master schedule (Master Schedule) for the Program with timetables for each Project showing the duration, responsibility and sequence for all activities;

2.1.6 Develop a Program Procedures Manual that identifies the specific policies and procedures that will be used by the TPM Team to implement and manage the Program and its contractors;

2.1.7 Develop and implement a bulk purchasing or early procurement of major building systems to achieve greater economies and to meet long lead times;

2.1.8 Provide Owner with written monthly status reports with respect to the overall status and progress of the Program and progress relative to milestone;

2.1.9 Keep the Owner advised on an ongoing basis of all significant Program developments, including conditions and circumstances that may cause delay;

2.1.10 Provide a monthly Program and Project briefing and presentation to the Owner and at Owner's request, to community groups, school administrators or local authorities; and

2.1.11 Provide services necessary for the research, investigation, identification and remediation of hazardous materials at each of the Project Sites in those areas within the Project Scope.

2.2 TPM's Project Services.

TPM will be responsible for completing each of the Projects through its consultants, contractors, subcontractors and employees. Consultants, contractors and subcontractors will perform according to the terms and conditions of their agreement with the TPM. The form of agreement to be entered into between TPM and its consultants, contractors and subcontractors will be furnished to the Owner. The TPM will be responsible for completing each Project:

- (1) In accordance with the plans, specifications and other contract documents prepared by design consultants retained by TPM or by TPM as permitted under this Agreement and approved by Owner.
- (2) In accordance with the Guaranteed Maximum Price and Master Schedule proposed by TPM and approved by Owner.
- (3) In a first-class workmanlike manner.

2.3 Phase I -Design Criteria Documents.

TPM will provide Criteria Documents as described below. Criteria Documents must be completed consistent with the Master Schedule in order for the Projects to be constructed within the Owner's time requirements. TPM shall make all reasonable efforts

to provide these services in the most time-and cost-efficient manner to the Owner. TPM will schedule a presentation before the Owner for review and approval of the following:

2.3.1 Educational Specifications. TPM will develop and submit Project-specific educational specifications for those Projects for which such specifications are required under Florida DOE regulation, with the consultation and involvement of school principals and/or their designee(s) and other school district personnel.

2.3.2 Concept Design. Upon Owner's approval of the educational specifications, the TPM will develop and submit concept designs and cost models to Owner for approval.

2.3.3 Criteria Document. TPM will submit to Owner a Criteria Document that includes, Design Development Documents, a Construction Schedule and a project budget (Project Budget) for each Project in accordance with the Master Schedule referenced above. Criteria Documents shall be approved by the Owners Representative and will consist of Design Development architectural and engineering drawings and specifications for materials and equipment and other documents to fix and describe the size, quality and character of each individual project, its architectural, structural, mechanical and electrical systems, materials and such other elements of the Project as may be appropriate to fully inform the Owner of the scope of each Project, the quality of the construction and materials and equipment to be incorporated into the Project. In the development of the Criteria Document for each Project, the TPM will consider and include, where appropriate, provisions for design and construction of each of the areas as referred to in Exhibit "C" as a minimum.

2.3.4 During the Criteria Document phase, TPM will review the design documents for constructability, for value engineering changes, and for consistency with design standards and re-use capacity. Based upon its review, TPM will make recommendations to the Owner with respect to constructability and potential value engineering changes. These recommendations will be provided in writing and as notations on the design documents.

2.4 Guaranteed Maximum Price - Final Design and Construction.

2.4.1 In accordance with the Master Schedule approved by the Owner, TPM will furnish a Guaranteed Maximum Price (GMP) for the GMP projects identified in each task order(s) consistent with the Criteria Documents approved by Owner. The GMP will consist of: (i.) the Cost of Work as described in Article 6 below; (ii.) contingencies and allowances; and (iii.) TPM's fees. Contingency amounts shall be no more than 3% of the GMP for new construction and 6% of the GMP for renovations. TPM shall limit the cost of Program wide design services, after completion of Criteria Documents, to 7.5% of the GMP, with the exception of hazardous waste remediation designs and any specialty and/or expedited (as declared by the Owner) design services required by Owner. If the Owner accepts the TPM's GMP proposal, the terms and conditions of Article 7 apply.

2.4.2 The Owner shall have the option of retaining an independent estimator (at its cost) to assist the owner in evaluating the GMP proposal. TPM agrees to cooperate with the firm selected by the Owner and to furnish such firm with the design and other documents utilized by TPM in preparing its GMP proposal. The Owner agrees that if it elects to retain a firm to provide an independent estimate, such firm will be retained during the preliminary design phase to avoid delays in the schedule. The Owner's independent estimator will provide TPM with copies of its estimates, validations and other work products in order to reconcile any differences in the estimates of the TPM and the Owner's independent estimator. In the event the TPM and the Owner's independent estimator cannot reach consensus the Owner will make the final determination with respect to the GMP amount.

2.4.3 If TPM's GMP proposal is rejected by the Owner or is not accepted within thirty (30) days of the Owner's receipt of the proposed GMP, the GMP proposal shall not be effective until both Owner and TPM, by mutual agreement, accept a revised GMP. In the event that Owner rejects any TPM proposed GMP then Owner reserves the right to terminate this Agreement without cause under Article 11.2 below.

2.4.4 If the TPM's GMP proposal is accepted by the Owner, the GMP agreed to by the parties will be incorporated into this Agreement by a written GMP Task Order signed by both parties. A GMP Task Order is a supplemental agreement between the parties authorizing the TPM to undertake final design and construction of a project or group of projects under a guaranteed maximum price. The GMP for final design and construction of the projects identified in the initial task order shall be Task Order No. 1. Thereafter, the parties may, at any time within the five (5) year term of this Agreement and any renewal term, execute subsequent Task Orders for additional projects or groups of projects, as funding becomes available. The Owner will not award any new construction assignments under this Agreement after the term of the Agreement has ended. Work assigned within the term of the contract may be completed pursuant to the schedule outlined within the specific assignment and/or task order and may run beyond the term of this Agreement.

2.4.5 In the event that the Owner determines that it is in the best interest of the School District or in the event of an emergency as declared by the Owner the scope of any project then under a GMP may be increased. In the event of such a scope change in any project the TPM fee and all other program support costs shall be limited in amount to the percentage of each category of such fees and costs as established in the original GMP as a proportion of the project amount being added. There shall be no payment of Incentive Bonus as describe in Article 5.1 on any amounts added to the GMP for the scope addition. The TPM will use competitive selection processes for design and construction services required under this Article. Such selections will be available to the Owner for review. TPM shall be allowed to use portions of any contingency funds previously established for the original GMP for the added scope of the project.

2.4.6 The GMP proposal for the projects within individual task orders will include an option for an extended warranty directly from TPM for those roof systems and mechanical systems and technology furnished or installed by construction contractors or other vendors under contract with TPM. The specific terms of the warranty and the additional compensation to be paid to TPM shall be identified in the GMP proposal. Unless the extended warranty is specifically identified in the TPM's proposal, a one-year warranty shall apply to completed projects.

2.4.7 The Owner's approval of the GMP Task Order will be the TPM's authorization to proceed with final design and construction of the project or group of projects identified in the Task Order.

2.4.8 In the event that the Owner determines that it is in the best interest of the School District or in the event of an emergency as declared by the Owner, Owner may, at its option, direct TPM by written Task Order to perform work on a Time and Materials or Firm Fixed Price basis. Under such circumstances, the requirements of this Agreement related to GMP, and bidding shall not apply, and other provisions of this Agreement may be waived or amended in accordance with the terms and conditions stated in the applicable Time and Materials or Firm Fixed Price Task Order. No project shall be performed under a Time and Materials basis, the budgeted cost of which is greater than \$300,000.00, except in the event of an emergency, as declared by Owner.

2.5 Phase 2 - Final Project Design and Construction.

2.5.1 Based on the approved Criteria Documents, TPM will prepare or furnish Construction Documents. Construction Documents will include final design drawings, construction working drawings and specifications setting forth in detail the requirements for construction and providing information customarily required by the building trades or for regulatory agency approvals. All Final Construction Documents shall be signed and sealed by the Project Architect or appropriate subconsultants of the Architect. TPM may use fast tracking construction techniques consistent with all other terms and conditions of this Agreement.

2.5.2 TPM will provide all applicable design services in Section 2(A) and Section 2(B) of the Request for Qualifications for Construction Total Program Management (TPM) Services as issued by the Owner and attached hereto as Exhibit "E" without limitation, as if fully set forth herein. In the event of any conflict or inconsistency between the provisions contained in this Agreement and those contained in the Request for Qualifications, then the terms contained within this Agreement document shall prevail.

2.5.3 TPM will secure regulatory approvals and construction building permits necessary for the construction of each Project, on behalf of Owner. The Owner will furnish all reasonable assistance and cooperation.

2.5.4 TPM will keep such accounts as may be necessary for sound financial management of each project within the Task Order and in accordance with standards published by the Florida Auditor General. Such accounts will be made available for review either by the Auditor General or by an independent auditor selected by the Owner. Records shall be retained during the term of the Agreement and for a period of three (3) years thereafter. Records shall be made available to the District within ten (10) days of a written request provided such request is received when TPM is actively engaged in work on the project. After demobilization, TPM will have up to thirty (30) working days to furnish written records requested by the Owner. TPM will furnish the Owner with cash flow schedule for each Task Order. Such accounts and TPM's cost controls shall be acceptable to the Owner. TPM will furnish such data to substantiate its accuracy. This Schedule of Values shall be used by the Owner and the Owner's Representative as a basis for reviewing TPM's applications for payment. The Owner and its representatives shall be afforded access to TPM's records (of every kind) relating to each Project and the records shall be preserved by TPM for a period of three (3) years from and after the date of completion of this Agreement.

2.5.5 TPM will arrange for or provide all materials and equipment, supervision, inspection, testing, labor, tools, construction equipment and specialty items necessary to execute and complete construction of each Task Order.

2.5.6 TPM will prepare and issue all Bid Packages and will conduct pre-bid conferences and issue any modifications to the Bid Packages. TPM will receive bids and responses to Requests for Proposals and will prepare bid/response analyses and evaluate them for responsiveness, responsibility and price. TPM may negotiate as permitted within the Bid or Request for Proposal document with the apparent low bidder/responder or take other appropriate action. TPM shall attempt in good faith to identify all contractors in Okaloosa County that may be capable of performing any of the Project work to bid. TPM shall provide a list of such contractors to the Owner for information only. All such contractors shall be notified of Bid Packages, pre-bid conferences, etc., by mail or electronic means, at their business addresses and shall be encouraged to respond to Bid Packages. TPM shall give due consideration to inclusion of "local performance" provisions in Bid Packages that are consistent with applicable laws and the scope and quality of the work to be performed. TPM shall also consider waiver of bond requirements for projects under \$100,000 in cost and construction work under \$50,000. Based upon its review and analyses, TPM will contract directly with construction contractors for all demolition and construction services including all materials, equipment, labor, tools, construction equipment and specialty items necessary to execute and complete construction of each Project. TPM may request approval from Owner to perform construction services with its own forces or on a Time and Materials or Firm Fixed Price basis. Such request must identify benefits to the Program in the areas of cost, schedule or quality. TPM may perform construction services in cases of emergency under procedures to be approved by the Owner.

2.5.7 TPM is responsible for supervising and managing the Contractors' performance of their work. The term "Contractor" does not include any separate contractor employed by Owner or the separate contractors' subcontractor. TPM will establish and implement a program to monitor the quality of the work. The purpose of this program will be to guard the Owner against defects and deficiencies in the work of contractors. TPM will reject work and transmit to Contractors a Notice of Non-Conforming Work when in TPM's opinion work does not conform to the requirements of the Construction Documents. When in the opinion of Owner's Representative work does not conform to the requirements of the Construction Documents, or other contract documents, he shall give notice to TPM who shall provide a written response to Owner within seven (7) days of its receipt of the same.

2.5.8 TPM has developed and Owner has approved the purchasing procedures necessary to assure that the materials purchased for this Project are exempt from Florida's sales tax to the extent permitted by applicable law. TPM will implement this Owner approved purchasing program for the Project. The Owner hereby indemnifies and holds harmless the TPM, its officers, employees, agents, contractors for liabilities arising out of the TPM's administration of the Owner's sales tax exemption program under this Agreement in the event the State of Florida deems this program unlawful and sales tax is due and payable. Any such liability caused by the failure of TPM to follow the Owner approved purchasing procedures shall not be covered by this Owner indemnity.

2.5.9 TPM will review payment applications submitted by each contractor and determine whether the amount requested reflects the progress of that contractor's work. Contractor payment applications shall be included in TPM's payment application to Owner. TPM's payment applications to Owner will be prepared and submitted as prescribed in Article 9 below. TPM will make payment to subcontractors, vendors, suppliers and materialmen within ten (10) days following receipt of payment from Owner and will at all times comply with applicable requirements of Florida law regarding payment of contractors, materialmen and others.

2.5.10 Changes to a project within a Task Order which may result in a change in a contract or subcontract will be coordinated through TPM. TPM will negotiate such changes directly with the appropriate contractor, make recommendations to Owner and, if accepted, prepare a Change Order to the appropriate project within a Task Order. The Owner will be solely responsible for changes or delays undertaken without TPM's prior approval.

2.5.11 TPM or its subconsultants will establish and implement procedures for the processing and approval of Shop Drawings, Product Data, Samples and other submittals. TPM and the architect or engineer of record (a licensed Florida architect or engineer) will review Shop Drawings, Product Data, Samples and other submittals from contractors to assure conformity with the design and specifications and overall scope and quality of the

Project. TPM's actions will be taken with reasonable promptness so as to cause no delay in the Project.

2.5.12 In addition to Section 3.3.1 and Article 10 of the General Conditions of the 2017 Edition of AIA Document A201, TPM will develop and implement a safety program and will require its employees and subcontractors to comply with TPM's safety program. TPM shall enforce strict discipline and good order among its employees and subcontractors and other persons performing work at the Project Site(s). TPM shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. TPM shall give notices and comply with applicable federal and state laws, local ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss and shall ensure that its safety program is in compliance with all such laws and regulations.

2.5.13 TPM shall give notices and comply with applicable codes, laws, ordinances, rules, regulations and lawful orders of public authorities relating to a Project specifically including but not limited to the State Requirements for Educational Facilities of the Florida Department of Education in effect on the date of agreement on a GMP.

2.5.14 TPM shall pay royalties and license fees related to a Project. TPM will defend, at its sole expense, suits or claims for infringement of patent rights and copyrights and will save Owner harmless from loss on account thereof, except that Owner will be responsible for such loss when a particular design, process or product or a particular manufacturer is required by Owner.

2.5.15 TPM will require that construction contractors keep the premises of each Project free from accumulation of trash and other debris caused by their operations. At the completion of a Project, TPM will require construction contractors to remove from the Project their tools, surplus materials, construction equipment and machinery. TPM will be responsible for the removal of waste materials, etc., created by TPM or its construction contractor, suppliers and materialmen from each Project site upon completion.

2.5.16 For individual projects in excess of \$500,000 TPM will maintain in good order at the TPM Program office a daily log that contains a record of the consultants and contractors on the job site, materials stored at the job site, the weather conditions, changes in the Project, delays and other pertinent information and one record copy of the drawings, specifications, Product Data, Samples, Shop Drawings, Change Orders and other modifications, marked currently to record major changes made during construction. These shall be available for Owner's review during the Project and shall be delivered to Owner upon completion of the Project.

2.5.17 For individual projects in excess of \$500,000 TPM will conduct weekly onsite Project meetings during construction to review the status of each Project, the budget and schedule, all design and construction issues, change orders and other pertinent

issues. A construction contractor representative and an Owner representative will be invited to attend such meetings. For projects under \$500,000, the TPM agrees to conduct monthly meetings at a location convenient to TPM and Owner.

2.5.18 The date of substantial completion is the date when construction is sufficiently complete in accordance with the Drawings and Specifications so that the Owner can occupy or utilize or, in fact, does occupy or utilize, a Project or a designated portion of a Project for the use which it is intended. The determination as to whether a project is substantially complete shall be made in consultation with and subject to review and approved by (i.) the Owner's FBC Inspector; (ii.) the Owner's Representative; and (iii.) the appropriate school principal. TPM shall have a licensed architect or engineer certify that a project is substantially complete, as required by state law. TPM will, in consultation with the Owner's FBC Inspector and prior to issuing a Certificate of Substantial Completion, prepare a list of items which do not conform to the Contract Documents (Punch List Items). This list will be attached to the Certificate of Substantial Completion. TPM will be fully responsible for correction and completion of the Punch List Items and determine, with the concurrence of the FBC Inspector, the owner's Representative and School Principal, when a Project and the construction contractor's work is complete and, following completion or correction, will, with the approval and consent of the FBC Inspector, Owner's Representative, and School Principal, issue a Certificate of Final Completion to Owner.

2.6 Post-Construction Activities.

2.6.1 TPM will coordinate move-in and occupancy including obtaining a Certificate of Occupancy and compliance with all applicable Florida Department of Education requirements for each Project. TPM will manage the installation of all equipment and coordinate staff move-in and orientation.

2.6.2 TPM will develop and present to Owner specific performance reports on each Project including an update of the Project budget and schedule.

2.6.3 TPM or its subconsultants shall provide on-site training for electrical, mechanical and other major systems to appropriate personnel within the District. TPM will obtain a statement signed by the Superintendent or his/her designee for maintenance acknowledging that TPM has furnished such training.

2.7 Warranties.

2.7.1 TPM warrants to Owner that all materials and equipment furnished on any Project under this Agreement will be of good quality and new, unless otherwise specified or required by Owner, and that all equipment, construction and installation work will be of good quality, free from improper workmanship and defective materials and that all work will conform with the requirements of the Construction Documents and other contract

documents and in the case of technology, with the most recently Board approved technology standards at the time of the award of this contract. Work not conforming to these requirements, including substitutions not properly approved and authorized by Owner may be considered defective. This warranty does not include defects caused by Owner after substantial completion, abuse, improper maintenance or improper operation, or modifications that have not been submitted to TPM for review and approval under this Agreement and to which TPM has made relevant written exceptions. TPM agrees to correct all work performed by it (including labor furnished by its subcontractors in connection with the construction of work) under this Agreement which proves to be defective in quality, material or workmanship within a period of one (1) year from the date of Substantial Completion as defined in paragraph 2.5.18 herein provided that this warranty covers equipment, accessories and parts manufactured by others only to the extent of liability to TPM on the part of the manufacturer thereof, and no warranty is provided for Owner-provided labor, materials or equipment. TPM will secure extended warranties that may be commercially available, without additional cost, from manufacturers, suppliers and others. Any warranty or guarantee obtained by TPM from any such manufacturer shall be deemed to have been obtained for the benefit of Owner. This warranty relates only to the TPM's obligation to correct work and does not otherwise limit Owner's legal remedies against TPM for work performed which proves to be defective in design, quality, material or workmanship which Owner may enforce at any time during applicable statute of limitations. The foregoing warranties are in lieu of all other warranties made by TPM, express or implied, including but not limited to, the implied warranties of merchantability and fitness for purpose.

2.7.2 TPM will secure required certificates of inspection, testing or approval required for construction and deliver them to Owner.

2.7.3 TPM will collect all equipment manuals and deliver them to Owner, together with all written warranties from equipment manufacturers. TPM will establish duplicate files for equipment manuals and warranties at both the TPM Program Office and at the School District Office.

2.7.4 TPM will manage construction contractors, suppliers and others with respect to warranty work during the applicable warranty period. TPM will provide and conduct with its own forces or through its subconsultants and subcontractors appropriate training of maintenance and other personnel in the operation of new equipment.

ARTICLE 3 SCHEDULE

3.1 Program Schedule.

Time is of the essence. This Agreement shall be for an initial term of five (5) years from the date of this Agreement. The Agreement may be renewed for one (1) additional five (5) year term upon the mutual agreement and negotiation of the parties. The TPM will begin its services, with respect to the projects on the Project Priority List, upon execution of this Agreement and the issuance by Owner of a written Notice-to-Proceed and will complete its services in accordance with the approved Program Master Schedule. The Master Schedule, when required by Owner, shall be prepared by TPM to coincide with the Owner's funding commitments over a five (5) year period.

3.2 Task Order-Schedules and Liquidated Damages.

TPM will commence and complete each project or group of projects within a Task Order in accordance with the schedule agreed to by the parties within such Task Order. Individual Task Orders shall include Liquidated Damages for projects or groups of projects within the Task Order if not substantially complete by the date established within the Task Order for substantial completion of designated projects. The TPM shall (in place of actual damages for such delay) be liable to the Owner for liquidated damages at the rate stated in the Task Order for each working day that the projects or groups of projects within a Task Order are delayed beyond Substantial Completion as set forth in said schedule. TPM will not be liable for liquidated damages when the delay arises out of any of the causes described in paragraph 3.3.1. Other than for liquidated damages as provided in this paragraph 3.2, TPM shall not be liable for delay damages. In the GMP proposal, TPM will propose and Owner will approve, a grouping of projects and applicable Liquidated Damages for purposes of this clause.

3.3 Delays.

3.3.1 If the TPM is delayed at any time in the progress of the Program, or any individual Project, by any act or neglect of Owner, or by Owner-initiated changes in the Program, or in any individual Project, or by delay due to acts of war, embargo or Force Majeure, acts of God, fire the cause of which is not due to the negligent acts of TPM or its contractors or employees or adverse weather conditions not reasonably anticipatable in Okaloosa County, Florida with the express understanding on the part of TPM that frequent rain and wind, tropical storms and hurricanes are common to this geographic region based upon published weather standards, then the Master Schedule and any affected Project schedule shall be extended for the period of such delay upon application therefore by TPM. Such application shall include documented evidence of a substantial and material impact on the Program and the critical path by the alleged delay.

3.3.2 If TPM is delayed by any act or neglect of Owner or by any separate contract employed by Owner, TPM will be compensated for all reasonable and documented Program and Project costs which it incurs as a result of such delay and a change order will be issued therefore.

3.3.3 Applications for extension of time under the Master Schedule and any affected Task Order Schedule shall be made to Owner by TPM within twenty-one (21) days of the event causing the delay and shall include all pertinent documentation required by Owner to evaluate the application. Likewise, TPM must notify the Owner within twenty-one (21) days of the delay event of its intention to claim compensation hereunder and provide the Owner a complete Program and Project cost breakdown clearly demonstrating the increased cost to be incurred by TPM and the effect of delay on progress of the work. Any additional application for extension of time made after the initial application has been implemented by Change Order will not be considered unless submitted within the time frames provided for herein, except that an uninterrupted delay that is continuous in nature shall be covered by the initial application.

3.3.4 Any application or claim by TPM for extension of schedules or compensation for delay, not resolved between the parties within sixty (60) days from the date submitted to the Owner, shall be immediately mediated upon request of either party and mediation cost shall be borne by each party.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 Program and Project Information.

The Owner will provide available information regarding its requirements of the Program and for each Project.

4.2 Owner's Representative.

The Owner will designate a representative who shall be fully acquainted with the Program, and have authority to approve changes (not requiring expenditures beyond the approved Task Order amounts), render approvals and decisions promptly (within the terms of the Board-approved contract) and furnish information expeditiously and in time to meet the dates set forth in the Master Schedule and each Project schedule. The Owner's designated representative is a member of the School Board designated by the School Board as provided in writing to TPM at any time during the term of this Agreement. Changes which do require the expenditure of additional funds will be directed to the Board for approval.

4.3 Review and Approval.

The Owner will review recommendations and requests for approvals submitted by TPM in good faith and render prompt decisions concerning same so as not to delay the Program or any Project and with a commitment to achieving the same objectives of schedule, budget and quality as the TPM. In reviewing the final Construction Documents and other contract documents, the Owner's review and approval of such Documents shall be for conformance with the Criteria Documents and previously approved Construction Documents. Any revisions to these Documents requested by the Owner, that are inconsistent with the Criteria Documents or previously approved Construction Documents, may only be made pursuant to a written Change Order.

4.4 Land Acquisition and Land Use.

The Owner is responsible for acquiring properly zoned real property or rights in real property including easements and rights-of-way required for any Project and consistent with the Owner-approved Master Schedule. The Owner will assist TPM in applying for variances.

4.5 Notice.

If the Owner becomes aware of any fault or defect in the design, construction or performance of a Project, it shall give prompt written notice to TPM.

ARTICLE 5 COMPENSATION

5.1 Guaranteed Maximum Price.

If the Owner accepts the TPM's GMP Proposal, or issues a Task Order for Time and Materials or Firm Fixed Price work pursuant to Article 2.4.8, the Owner will pay the TPM, as compensation for TPM's services under each Task Order(s), the Cost of Work plus a fee (TPM Fee) equal to 5.25% of the Cost of Work, provided that under Time and Materials Task Orders only, no TPM Fee shall be paid on top of the hourly rate costs incurred under Article 6.1(1) herein. In addition, the Owner will pay TPM a Cost Reduction Incentive Bonus of 40% of GMP Task Order savings. For purposes of this clause Task Order savings will be calculated upon completion of each GMP Task Order by comparing the Cost of Work and the TPM Fee incurred for that particular GMP Task Order with the Guaranteed Maximum Price for that GMP Task Order and if the Cost of Work and TPM Fee is less than the Guaranteed Maximum Price, 40% of the difference will be paid by Owner to TPM.

ARTICLE 6 COST OF WORK

6.1 The term "Cost of Work" shall mean costs described below actually and reasonably incurred by the TPM in the proper performance of all work contemplated under this Agreement. Such costs include, and are limited to, the items set forth below except as may be expressly authorized by Owner:

- (1) Compensation for program management, construction management and administration costs directly related to the Program (provided by the Program Management Team) calculated using the fixed hourly rates established in the Rate Schedule attached as Exhibit "D" multiplied by the hours of work performed by TPM's technical, management, administrative and support personnel in the office, at the Project site and on the premises of suppliers and fabricators. Owner shall have the right to audit all direct charges for such compensation to determine that: the labor hours billed by TPM were provided to this Program; the appropriate rate category was applied; and, the individual billing the time was properly credentialed in that rate category.
- (2) Compensation for architectural and engineering services performed by TPM's employees (and including employees of the Program Management Team) directly related to the Program using the fixed hourly rates established in the Rate Schedule attached as Exhibit "D", multiplied by the hours of work performed by such employees. Owner shall have the right to audit all direct charges for such compensation to determine that: the labor hours billed by TPM were provided to this Program; the appropriate rate category was applied; and, the individual billing the time was properly credentialed in that rate category.
- (3) Payments to the Program Management Team and design consultants and other professional consultants and subconsultants for architectural, engineering and specialty services in connection with the Program or an individual Project. The specialty services include, by way of illustration and not limitation, surveying and subsurface exploration, materials testing and special inspections required by government agencies and insurance companies.
- (4) Wages paid for labor in the direct employ of TPM who perform field construction services, including such welfare or other benefits, if any, as may be payable with respect thereto.
- (5) The cost of transportation, travel, hotel, moving and relocation expenses of TPM have been included as part of the fixed hourly rates identified in Exhibit "D" and are not separately reimbursable.

- (6) Cost of all materials, supplies and equipment incorporated into a Project or suitably stored or stockpiled in an appropriate manner and location, including costs of transportation and storage thereof.
- (7) Payments due from TPM to construction contractors and other contractors and subcontractors for services and work necessary to execute and complete a Project.
- (8) Sales, use, gross receipts or similar taxes related to a Project, imposed by an Governmental authority and for which TPM is legally responsible.
- (9) Cost, including transportation, maintenance and storage, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed and consumed in the performance of a Project, and cost less salvage value on items which are employed but not consumed. Unused excess materials, etc., shall be delivered to the Owner upon the completion of this contract or, at the Owner's option, shall be sold by TPM and amounts received from such sales shall be credited to the Program as a deduction from the Cost of Work. The cost of set-up, relocation and removal of portable classrooms and the storage of FF&E items.
- (10) Rental charges of all machinery and equipment reasonably required, exclusive of hand tools used at a Project site, whether rented from TPM or others, including installation, reasonable repairs and replacement, lubrication and servicing, dismantling, removal, transportation and delivery cost thereof. Rental charges shall be consistent with those prevailing in the area.
- (11) The cost of providing insurance coverage as required by this Agreement.
- (12) Expenses for reproductions, specifications and other documents required for bidding, construction permitting and for use by construction contractors and subcontractors.
- (13) Permit fees, licenses, tests, royalties, legal fees associated with the above (not to include any fees or cost of litigation), and deposits lost for causes other than TPM negligence.
- (14) Losses, expenses and damages (including the cost of corrective work) and construction contractor and third party claims, all to the extent not compensated by insurance.
- (15) The cost of General Conditions items incurred in performing construction services.

- (16) Cost of removal of all debris, including but not limited to, dumping fees.
- (17) Cost incurred due to an emergency affecting the safety of persons and property.
- (18) Legal costs reasonably and properly associated with bid protests.
- (19) Cost of all premiums for performance and payment bonds if they are required by the Owner or by TPM.
- (20) Compensation, subject to an annual cap of \$37,500.00, for the direct cost of the Program and Project offices located in Okaloosa County, Florida, computer services and reprographics, telephone (wired and wireless), project vehicles and/or local mileage, office supplies, postage and express delivery expenses, consumables, copier and copier paper, etc., Owner's employee training, construction site utilities, move-in coordination, portable classroom expense, warranty work, and the cost of purchasing or renting computers, software, and associated equipment and services. TPM will review the inventory of computer equipment and software under the current contract and shall use its best efforts to re-use such items where appropriate before purchasing new equipment or software. Owner shall have the option of either furnishing or reimbursing TPM with respect to office space. In the event office space is to be furnished by Owner, it will be reasonably suitable to TPM.

6.2 Costs Not Included.

The Cost of the Work shall not include:

- (1) Salaries and other compensation of the TPM's personnel stationed at the TPM's principal office or offices other than the site office, except as specifically provided in Clauses 6.1(1) and 6.1(2).
- (2) Expenses of the TPM's home office and offices other than the Program and Project site office(s) located in Okaloosa County, Florida except as specifically provided in paragraph 6. 1.
- (3) Overhead and general expenses, except as may be expressly included in paragraph 6.1.
- (4) Interest on the TPM's capital employed for the Work.
- (5) Rental costs of machinery and equipment, except as specifically provided in paragraph 6. 1.

- (6) Costs in excess of the Guaranteed Maximum Price for a particular Task Order.
- (7) Any markup to costs for TPM's profit.

6.3 Surplus Material Sales.

Amounts received from sales of surplus materials and equipment shall accrue to the Program and the TPM shall make provisions so that they can be secured. Amounts which accrue shall be credited to the Program as a deduction from the Cost of Work. There shall be no TPM Fee paid on the amounts deducted from the Cost of Work under this Section.

ARTICLE 7 PRICE GUARANTEE BY TASK ORDER

For services furnished or provided under a Task Order, the following terms and conditions apply:

7.1 TPM's Price Guarantee.

Owner is not liable for compensating TPM for amounts in excess of Guaranteed Maximum Price stated in a particular GMP Task Order unless such Task Order is revised by supplemental agreement or Change Order. All costs incurred by TPM in excess of such Task Order price (as amended) will be paid by TPM when due without recourse to Owner.

7.2 Funding.

By signing a Task Order the Owner represents that full funding will be available to pay the Guaranteed Maximum Price stated in the Task Order or the authorized amount in a Time and Materials or Firm Fixed Price Task Order, and the TPM is authorized to proceed with the design and construction of all projects identified in the Task Order in accordance with the Task Order schedule.

7.3 Design to Cost.

For GMP Task Orders TPM may revise Construction Documents and other project related documents consistent with the Preliminary Design Documents as reasonably required by TPM and approved by Owner to enable Projects to be constructed or acquired within the Task Order price.

7.4 Clarifications and Qualifications.

Unless specifically provided for in a Task Order, this Agreement does not include:

- (1) Costs incurred by Owner relating to financing, insurance, underwriting or banking;
- (2) Legal or accounting expenses incurred by Owner;
- (3) Acquisition of rights in real property including rights-of-way or easements;
- (4) Unforeseen or differing site conditions within the meaning of the Concealed, Unknown or Hazardous Conditions clause in Article 8.2;
- (5) Delays caused by an act or neglect of the Owner;
- (6) Operation or maintenance costs after Substantial Completion;
- (7) Changes which the Owner initiates.

ARTICLE 8 CHANGES

8.1 Change Orders.

8.1.1 For purposes of this clause the term change (Change) means any change, addition or modification in this Agreement and in any Task Order or other document subsequently approved by Owner, or any change, addition or modification to any individual Project, other than as a result of an error or omission on the part of the TPM or any of its subconsultants or subcontractors. **TPM shall not submit any request for a Change Order to correct errors or omissions on the part of TPM or its subconsultants or subcontractors or materialmen.** Changes will be performed by TPM only pursuant to a written Change Order to this Agreement issued by the Owner. Such a Change Order may increase or decrease the scope of the Program or the size, quality or nature of any Project. TPM will negotiate changes directly with the appropriate contractor, supplier or other concern and will make recommendations to Owner, and if accepted, TPM will prepare and execute the necessary modification or Change Order. The Owner is solely responsible for changes made by it in conflict with the TPM's recommendations.

8.1.2 For changes to Task Order(s), TPM will receive a TPM Fee to be calculated at 5.25% of costs of work occasioned by the Change, if there is an increase in the Cost of Work. If there is a decrease in the Cost of Work, Owner will receive a deduct to the TPM Fee of 5.25% of the actual costs avoided by the Change. If the Change causes an increase or a decrease in the costs incurred, the Guaranteed Maximum Price in any GMP Task

Order, or the authorized amount in any Time and Materials or Firm Fixed Price Task Order, will also be adjusted to reflect the actual increase or decrease in the Cost of Work and Fees.

8.1.3 If after signing a Task Order the Owner requests TPM to develop information necessary for the consideration of a Change to that Task Order or in any individual Project, and such a Change is not adopted, Owner shall reimburse TPM for the direct costs which TPM incurs in connection with such efforts.

8.2 Concealed, Unknown or Hazardous Conditions.

8.2.1 If conditions are encountered at a Project site which are (i.) subsurface or otherwise concealed physical conditions which differ materially from those indicated in available documents; or (ii.) unknown physical conditions of an unknown nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the design documents, then notice by the observing party will be given promptly to the other party and, if possible, before conditions are disturbed. The Task Order GMP, or the authorized amount in any Time and Materials or Firm Fixed Price Task Order, and schedule will be equitably adjusted for such concealed or unknown conditions by Change Order upon presentation by TPM and concurrence by Owner.

8.2.2 In the event a Project site contains material reasonably believed to be a hazardous substance which has not been rendered harmless, TPM shall immediately issue a stop work order for all construction activity in the area affected and report the condition to Owner. Construction activities in the affected area may not thereafter be resumed except by written agreement of Owner and TPM. The Task Order GMP, or the authorized amount in any Time and Materials or Firm Fixed Price Task Order, and schedule will be equitably adjusted for the cost of mitigating or remediating hazardous substances by Change Order upon presentation by TPM and concurrence by Owner.

ARTICLE 9 PAYMENT

9.1 Payments to TPM.

Owner shall compensate TPM directly for the Cost of Work, and for the TPM fee. Compensation to the TPM will be due and payable in the amount and to the extent invoiced, as follows:

- (1) Payment for TPM's labor costs will be made monthly based upon the costs actually incurred in providing program management, construction management) design or construction services during the period stated in the invoice;

- (2) Payment for design consultants, construction contractors, suppliers and others under contract with TPM will be made monthly as costs for such items are incurred;
- (3) For GMP Task Orders, payment of 95% of the Fee earned by TPM and then due will be made monthly in proportion to the work completed during the previous month;
- (4) For Time and Materials or Firm Fixed Price Task Orders, payment of 100% of the Fee earned by TPM and then due will be made monthly in proportion to the work completed during the previous month;
- (5) TPM shall provide credit to Owner on the next Application for Payment for any and all discounts or savings actually received by TPM of any portion of funds previously disbursed to TPM by Owner.

9.2 Late Payment.

9.2.1 Invoices from the TPM will be due and payable within twenty (20) days of presentation except, that invoices due and payable in the months of December and January, respectively, must be submitted in accordance with the Owner's instructions (on dates to be agreed upon informally by Owner's Representative and TPM) to enable Owner to make payment prior to the School District's December holiday and as soon as practicable after the January holiday. If Owner disputes any item shown in the TPM's invoice, Owner shall promptly make payment for that part of the invoice not in dispute. If Owner should fail to pay TPM at the time the payment of any amount not in dispute becomes due, then TPM may, at any time thereafter, upon serving written notice that it will stop work within ten (10) working days after receipt of the notice by Owner, and after such ten (10) working days period, stop work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to Owner's legal address or by personally giving a copy to Owner's Representative.

9.2.2 Undisputed payments due but unpaid shall bear interest of one-percent (1%) per month and will be charged on invoice amounts which are outstanding more than thirty (30) days after the date of the invoice.

9.3 Progress Payments to Construction Contractors, Suppliers and Others.

All invoices or payment applications from design consultants, construction contractors, suppliers and others under contract with TPM, for progress or final payment, will be submitted to TPM for review and approval. Based upon its review, TPM will determine whether the amount requested reflects the amount due for work performed or services provided. TPM will identify the proper amount of retainage to be withheld against each contractor in an amount equal to ten-percent (10%) of the current progress payment

due to such contractors, suppliers and materialmen through fifty-percent (50%) completion of the Project and thereafter an amount equivalent to five-percent (5%) of the current progress payment due to such contractors, suppliers and materialmen through Substantial Completion. At the time of acceptance of Substantial Completion by the School Board, TPM shall withhold an amount equal to three (3) times the value of any remaining items to be completed or provided by TPM's consultants, contractors, materialmen, suppliers or other parties. Following TPM's review and approval of such invoices, TPM will include the amount due design consultants, construction contractors, suppliers and others in TPM's monthly invoice to Owner. Within the time frame as provided under Section 9.1 after TPM's presentation of such invoice, Owner will issue a check to TPM in the invoice amount to permit TPM's disbursement of those sums due and payable to design consultants, construction contractors, suppliers and others. TPM will not be responsible for payment or non-payment (including payment or non-payment of retained amounts) to a consultant, contractor, supplier or other party in conflict with TPM's instructions. All TPM approved invoices from design consultants, contractors, suppliers and others in excess of the Guaranteed Maximum Price for a particular Task Order will be paid by TPM when due without recourse to Owner.

Each invoice shall be accompanied by partial waivers of lien duly executed by TPM and its consultants, major subcontractors and materialmen for all work, the cost of which has been paid by Owner through the date of the most recent payment received by TPM.

9.4 Warranty of Title; Indemnification of Owner for Liens.

The TPM warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated into a Project or not, will pass to the Owner upon TPM's receipt of such payment, free and clear of all liens and lien claims. TPM at its own expense will indemnify, defend and hold Owner harmless from any and all liens filed against the Owner's property by a consultant, contractor, supplier or other party under contract with TPM for amounts due them from TPM for work or materials the cost of which has been paid by Owner to TPM.

9.5 Final Payment.

9.5.1 Following final completion of a Project the design consultant and the TPM will certify in writing to Owner by means of a Certificate of Final Completion, that the Project is complete in accordance with the Plans and Specification and that any and all items listed as incomplete in the Certificate of Substantial Completion have also been completed. TPM shall thereafter furnish a final lien waiver, and shall obtain and furnish to Owner final lien waivers from all Consultants, construction contractors, materialmen and all other appropriate parties for that Project. Thereupon, Owner shall pay TPM any undisputed balance due with respect to that Project.

9.5.2 When Certificates of Final Completion have been issued for all Projects identified in a GMP Task Order, TPM will calculate the Cost Reduction Incentive Bonus earned by TPM as prescribed in Article 5.1 and may at any time thereafter invoice Owner for any Bonus amounts. Owner shall make payment of Bonus amounts within ten (10) days of presentation of TPM's invoice. There shall be no TPM Fee paid on savings. No Incentive Bonus will be due or payable on savings resulting from sales tax avoided as a result of the Owner's tax exempt status or from work authorized by Time and Materials or Firm Fixed Price Task Orders pursuant to Article 2.4.8.

9.5.3 In the event of termination whether for cause or without cause, TPM will be entitled to payment of the Cost Reduction Incentive Bonus based upon any GMP Task Order savings earned on the date of such termination.

ARTICLE 10 INDEMNITY AND INSURANCE

10.1 Indemnity.

10.1.1 For and in consideration of the sum of \$100, receipt of which is hereby acknowledged by TPM, and other valuable considerations exchanged between the parties, TPM does hereby indemnify and hold harmless and will defend Owner against all claims and suits by third parties for loss of or damage to property, personal injury, including death, to persons, and from all judgments recovered therefore, and from all expenses for defending such claim or suit, including court costs and attorney's fees to the extent, resulting from the negligent acts, errors or omissions of consultants, contractors and suppliers under contract with TPM. TPM will have no duty to indemnify Owner for the Owner's negligence or the negligence of Owner's agents or employees or for consultants, contractors or suppliers under contract with Owner or any other party not under TPM's control. In no event will TPM be responsible, under this paragraph or otherwise, for any consequential damages of any kind.

10.1.2 Owner will be solely responsible for all claims and suits for damages arising from personal injuries or to property, and from all judgments recovered therefore, and for all expenses for defending such claim or suit, including court costs and attorney's fees, which result from Owner's negligent use, operation or maintenance of the facilities, equipment or materials provided pursuant to this Agreement.

10.2 Insurance.

10.2.1 TPM shall purchase and maintain the following insurance with responsible underwriters reasonably acceptable to Owner, who are authorized to do business in the State of Florida, to cover its operations under this Agreement whether such operations be by itself or by anyone under contract with TPM or by any of their employees, subcontractors or agents:

- (1) Workers' Compensation Insurance in full compliance with workers' compensation laws of the states within which any part of the Work is to be performed, together with employer's liability coverage with minimum limits of liability in the amount of \$100,000 for each occurrence.
- (2) Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles with the following minimum limits of liability:

Combined single limit - \$3,000,000 each occurrence

- (3) Commercial General Liability Insurance written on an occurrence basis with the following minimum limits of liability which shall apply specifically and exclusively to this Program:

General Aggregate - Products/Completed Operations	\$5,000,000
Aggregate	\$5,000,000
Personal & Advertising Injury	\$5,000,000
Each Occurrence	\$5,000,000
Fire Damage	\$25,000
Medical Expense	\$1,000

- (4) An Errors and Omissions policy including design and engineering coverages. Bodily injury and property damage combined single limit - \$2 Million each claim, \$2 Million aggregate

10.2.2 TPM's Commercial General Liability policy shall also include blanket Contractual Liability coverage and will name Owner as an additional insured. All required insurance coverage shall be maintained by the TPM during the term of the Agreement and for a period of at least four (4) years thereafter.

10.2.3 TPM will furnish to Owner promptly following the execution of this Agreement, and at the time of permit application for each Task Order, certificates evidencing the maintenance of said insurance. Such certificates shall provide that there shall be no termination, non-renewal or expiration of such coverage without thirty (30) days prior written notice to Owner. TPM shall notify Owner within thirty (30) days with any material modification to any policy of insurance required hereunder.

10.2.4 TPM's design and engineering consultants or subcontractors shall be required to maintain, at their own expense, Errors and Omissions insurance coverage in the minimum amount of \$500,000.

10.2.5 The maximum deductible under the Errors and Omissions coverage required under Section 10.2.4 herein shall be \$500,000 and the maximum deductible on any other coverage required herein shall be \$500,000 except for the coverage required under Section 10.2.4 which shall have a maximum deductible of \$100,000.

10.3 Owner's Liability Insurance.

Owner will be responsible for obtaining or providing liability insurance to protect it against claims which may arise from operations under this Program.

10.4 Property Insurance.

10.4.1 Unless specified otherwise in a Task Order, TPM will either purchase or require the construction contractor to purchase, property insurance for each Project to the full insurable value of that Project. Property insurance will include interests of Owner, TPM, construction contractor and their respective contractors and subcontractors in the Project. It shall insure against perils of fire and other hazards included in standard "all risk" insurance. Owner may choose to provide this "all risk" insurance for the projects under a Task Order. In that event, Owner shall assume and insure all risks of loss of or physical damage to existing facilities, the Work itself and any other property or work of Owner now or hereafter at or near the site of the projects and covering the full insurable value of the projects under the Task Order. This coverage shall include, without limitation, all materials, supplies and equipment to be used or incorporated in the projects, including while in transit to or at all off site storage locations or on Owner's site; all temporary construction on the Owner's site; and all items of equipment or other property of Owner borrowed by TPM, its Subcontractors and vendors, the other contractors of Owner, of any tier, or any of their employees and used by them in the performance of the Work, but excluding mechanics' tools or equipment owned or rented by the TPM or Subcontractors or others which will not become part of the completed projects. Risks assumed by Owner hereunder shall include, without limitation, the full amount of all losses that could be insurable under any combination of the following: an All-Risk Builder's Risk policy, a Fire and Extended Coverage policy, an Equipment or Installation Floater policy and an All-Risk Difference-in-Conditions policy and including earthquake and flood coverage. Owner hereby releases and waives all right of recovery and agrees to obtain a waiver of any subrogation rights of its insurers, against TPM, its Subcontractors and vendors, of any tier, for any loss resulting from risks assumed by Owner hereunder. Owner also will furnish to TPM suitable evidence of any property insurance carried by Owner for the projects under the Task Order.

10.4.2 Owner and TPM waive all rights against each other and the contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Agreement or other property insurance applicable to a Project, except such rights as they may have to proceeds of such insurance held by TPM as trustee. Owner and TPM, as

appropriate, will require from contractors and subcontractors similar waivers each in favor of other parties enumerated in this paragraph. The policies shall be endorsed to include such waivers of subrogation.

10.4.3 If Owner finds it necessary to occupy or use a portion or portions of a Project before Substantial Completion, such occupancy or use shall not commence prior to a time agreed to by Owner and TPM and to which the insurance company or companies providing property insurance have consented by endorsement to the policy or policies.

10.5 Loss of Use Insurance.

Owner may purchase insurance to insure against loss of use of its property. Whether or not Owner purchases such insurance, Owner waives all causes of action against TPM for loss of use of any facility.

10.6 Payment and Performance Bond.

TPM shall secure and deliver to Owner payment and performance bonds for each and every Project to be performed under this Agreement in accordance with all requirements of, and in the format required under, Florida Statute 255.05. The bonds shall be issued by surety companies licensed to do business in the State of Florida, for one hundred-percent (100%) of the Project Construction Contract prices, said bonds guaranteeing the performance of the Project and as security for the payment of all persons performing labor and furnishing materials on any Project under this Agreement. The Owner shall be named as an additional obligee on each and every bond. The Owner reserves the right to waive this requirement at the request of TPM for any Projects meeting the criteria of Florida law.

ARTICLE 11 TERMINATION OR SUSPENSION

11.1 Termination by Owner for Cause.

11.1 If TPM defaults or repeatedly fails or neglects to carry out the Work in accordance with the Contract Documents, fails to pay subcontractors, or fails to perform the provisions of this Agreement or the Contract Documents, or if the TPM is adjudged bankrupt, or if TPM makes an assignment for benefit of creditors, or a receiver or trustee is appointed on account of TPM's insolvency, then Owner may give written notice that the Owner intends to terminate the TPM. If TPM fails to commence and continue correcting the defaults within seven (7) days after being given written notice, Owner may then give a second written notice and after an additional seven (7) days Owner may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment due the TPM or, at Owner's option may terminate the employment of TPM, take possession of the sites and of all materials, equipment, tools

and construction equipment and machinery thereon owned by TPM and finish the Work by whatever method Owner may deem expedient. If the parties cannot agree with respect to either the amount of the Owner's damages or the liability of the TPM, the matter shall be resolved by recourse to the Dispute Resolutions clause of this Agreement.

11.2 Termination by Owner Without Cause.

Owner may terminate this Agreement for Owner's convenience upon giving TPM at least seven (7) days advance written notice of termination. In the event of a termination for convenience, TPM will be compensated for the Cost of Work incurred to the date of termination which has not been previously paid by Owner, plus reasonable termination expenses, plus all fees earned hereunder as of the date of termination. If the parties cannot agree upon the payment of the costs and fees under this provision, the matter shall be resolved by recourse to the Dispute Resolutions clause of this Agreement.

11.3 Suspension by Owner Without Cause.

Owner may, without cause, order TPM in writing to suspend, delay or interrupt the Program or any individual Project in whole or in part for such period of time as Owner may determine. An adjustment shall be made in the Cost of Work, in fees, and in the schedule caused by Owner's suspension. The Guaranteed Maximum Price for any GMP Task Order, or the authorized amount for any Time and Materials or Firm Fixed Price Task Order, affected by the suspension will also be equitably adjusted. If the parties cannot agree upon an adjustment in the costs, fees, schedule or Guaranteed Maximum Price for a GMP Task Order the matter shall be resolved by recourse to the Dispute Resolutions clause of this Agreement.

11.4 Termination or Suspension by TPM.

If Owner fails to make payment of undisputed amounts when due, TPM may give written notice of its intention to terminate this Agreement. If TPM fails to receive such payment within seven (7) working days after receipt of such notice by Owner, TPM may give a second written notice requesting payment and seven (7) working days after receipt of such second written notice by Owner, may terminate this Agreement. TPM will be compensated by Owner in the same manner as prescribed above for a termination or suspension without cause.

ARTICLE 12 DISPUTE RESOLUTIONS

12.1 Prior to the initiation of any action or proceeding permitted by this contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between

the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of the TPM with full decision-making authority and by a representative of the Owner who would make the presentation of any settlement reached at mediation to the Owner for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Florida Statutes Section 44.102. Each party shall bear an equal expense of the cost of the Mediator and shall be responsible for the payment of its own attorney's fees and all costs it incurs in such proceeding(s).

12.2 Any litigation between Owner and TPM (which term for the purposes of this subparagraph shall include the TPM's surety, if any) whether arising out of any claim or arising out of this Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and TPM each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between Owner and TPM shall lie and be only in the appropriate State courts of the State of Florida's First Judicial Circuit in and for Okaloosa County, Florida. Owner and TPM consent and submit to the Jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. Each party shall be responsible for the payment of its own attorney's fees and all costs it incurs in such proceedings.

ARTICLE 13 OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, design calculations, budgets, schedules, notes and other documents developed or produced in TPM's performance of this Agreement which shall be considered works made for hire and shall become the sole property of Owner to the extent TPM has been paid for such work by Owner, and TPM agrees that such information may be used by Owner for any purpose. To the extent permitted by law, Owner agrees to indemnify, defend, and hold TPM, its officers, agents, employees, and assigns harmless from and against any claims, suits, actions, losses, or damages arising out of Owner's use of such information for purposes other than the Program or any Project. The Owner will own all software related to building systems furnished by TPM or its subcontractors under this Agreement. Business software used by TPM in providing Program Management services may be either leased to or purchased on behalf of the Owner. If hardware, software or documentation is purchased by TPM under this Agreement and paid for by the Owner, it shall be purchased on behalf of the Owner and delivered to the owner upon completion or termination of this Agreement in accordance with any license agreement and applicable law. Software which has been developed independently by TPM or purchased by TPM for multiple use on multiple programs may be furnished to the Owner under a lease arrangement which grants the Owner limited rights

to use the software for its own use but not to sell, assign, transfer, duplicate or convey the software to any third party.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 Time is of the essence in the performance of services required under this Agreement.

14.2 All time periods stated in this Agreement shall be calendar days unless otherwise noted.

14.3 The TPM shall afford, and shall cause its consultants, contractors, and subcontractors, to afford access to Owner at all reasonable times to any correspondence, instructions, invoices, receipts, vouchers, memoranda and other records of any kind relating to the Program or any Project, all of which each of them shall maintain for a period of three (3) years from and after the date of completion of this Agreement. The TPM shall make the same available for inspection, copying and audit, in accordance with generally accepted accounting standards, within three (3) days following written notification to TPM of Owner's intent to audit, failing which any claims which are the subject of the Owner's audit request by TPM shall be withheld until the requested documents are provided. After demobilization, the TPM shall have up to ten (10) working days to furnish written records required by the Owner.

14.4 All notices, notifications, and communications hereunder wherein Owner, and TPM are required to "notify" one another (hereinafter referred to as "Notices"), shall be in writing and shall be delivered, mailed by first class or certified mail, postage prepaid, or telecopies to Owner and TPM as the case may be, at the address and to the person designated in writing from time to time by Owner and TPM, respectively, as the person to receive such Notices. (In the absence of such designation, Notices shall be deemed duly delivered if sent by United States mail, first class or certified, postage prepaid, or telecopied, to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at, telecopied to, or sent by first class or certified mail, postage prepaid, to the last business address known to the party giving Notice.)

Except as otherwise provided herein, any such Notices shall be deemed received at such time as they are delivered or on the third business day after they are so mailed, as the case may be. Counsel for Owner and TPM may deliver Notices on their respective client's behalf.

All Notices shall be deemed delivered upon actual delivery at the address (or telecopy number) designated by Owner or TPM as set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be regarded as received

on the next business day. Saturdays, Sundays and legal holidays of the United States Government shall not be regarded as business days.

If any time for giving Notices contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day.

Any party or other person to whom Notices are to be sent or copies may notify the other parties and addressees of any change in address or telecopy number to which Notices shall be sent by five (5) days written Notice to Owner and TPM.

ADDRESS OF OWNER: The School Board of Okaloosa County, Florida
 c/o C. Jeffrey McInnis, Esq.
 Anchors Smith Grimsley, PLC
 909 Mar Walt Drive, Suite 1014
 Fort Walton Beach, Florida 32547

ADDRESS OF TPM: Jacobs/-L-3, A Joint Venture
 Attn: Mr. Jim McLean/Kelly Williams
 5985 Rogerdale Road, B3040A
 Houston, TX 77072

14.5 The Owner shall be a third party beneficiary to the Joint Venture Agreement between Jacobs Facilities Inc. and Titan Facilities, Inc., a copy of which is attached hereto as Exhibit "A" and made a part hereof.

14.6 Any media release or other publicity generated by TPM shall be approved by Owner before publication.

ARTICLE 15 ASSIGNMENT, GOVERNING LAW AND LIMITATION

15.1 This Agreement shall be governed by the laws of the State of Florida.

15.2 Owner and TPM each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, corporate officers, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor TPM shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

15.3 The provisions of this Agreement cannot be amended, modified, varied or waived in any respect except by a written modification signed by Owner and TPM. The TPM is hereby given notice that no person has authority to orally waive, modify or to release TPM from any of TPM's duties or obligations under or arising out of this

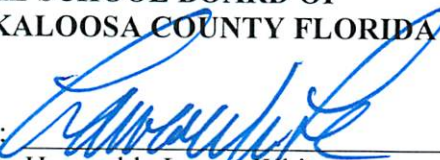
Agreement. Any waiver, approval or consent granted to TPM shall be limited to those matters specifically and expressly stated in writing thereby to be waived, approved or consented to and shall not relieve TPM of the obligation to obtain any future waiver, approval or consent. Despite any prior waiver approval or consent as to any particular matter, Owner may at any time require strict compliance with this Agreement as to any other matter.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or TPM.


15.5 In the event that any provision of this Agreement is Judicially construed to be invalid by a court of competent Jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of this Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties have set their hands as of the day and year set forth above.

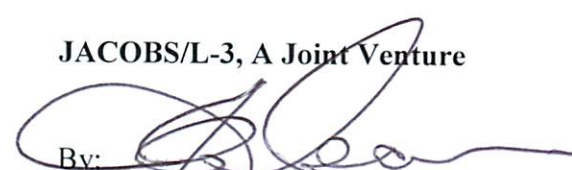
**THE SCHOOL BOARD OF
OKALOOSA COUNTY FLORIDA**

By: 
Honorable Lamar White
School Board Chairman

ATTEST:

By: 
Honorable Mary Beth Jackson
Superintendent and Corporate Secretary

JACOBS/L-3, A Joint Venture

By: 
Jim McLean, Vice-President
Jacobs Project Management Co.

ATTEST:


Kelly Williams, Administrative Assistant
Jacobs Project Management Co.

ATTEST


Judith Giles, Chief Financial Officer
Titan Facilities, Inc.

By:



Leslie Rose, Chief Executive Officer
Titan Facilities, Inc.

Exhibit "A"

Jacobs/L-3 Joint Venture Agreement

PROJECT JOINT VENTURE AGREEMENT

~ between ~

Jacobs Project Management Co. & Titan Facilities, Inc.,

~ for the ~

TOTAL CONSTRUCTION PROGRAM MANAGEMENT SERVICES

for

2008 OKALOOSA COUNTY SCHOOL CAPITAL IMPROVEMENT PROGRAM IV

JACOBS / L-3, a Joint Venture

Joint Venture Agreement
Jacobs Project Management Co. and Titan Facilities, Inc.,

TABLE OF CONTENTS

1.	JOINT VENTURE CREATED	2
2.	BUSINESS TO BE CONDUCTED	3
3.	RESPONSIBILITIES OF THE JOINT VENTURERS.....	3
4.	TERM	3
5.	PLACE OF BUSINESS.....	4
6.	JOINT VENTURE BOARD (JVB).....	4
7.	DIVISION OF INTERESTS	7
8.	PERFORMANCE OF THE WORK - RESPECTIVE DUTIES	7
9.	JOINT VENTURE FUNDS.....	7
10.	JOINT VENTURE MANAGEMENT	8
11.	JOINT VENTURE COSTS AND COMPENSATION	9
12.	DIVISION OF INCOME.....	10
13.	ACCOUNTING, RECORDS AND PAYMENTS	11
14.	DISTRIBUTION AND FINALIZATION	13
15.	LIMITATION OF LIABILITY	13
16.	RIGHTS OF PARTIES TO OBLIGATE THE JOINT VENTURE	14
17.	ASSIGNMENT	14
18.	INSURANCE	15
19.	GOVERNING LAW	15
20.	NO ILLEGAL PAYMENTS	16
21.	NOTICES	16
22.	ANNOUNCEMENTS	16
23.	PRE-CONTRACT EXPENSES.....	16
24.	DISPUTE RESOLUTION.....	17
25.	CONFIDENTIAL INFORMATION.....	17
26.	SOLICITATION OF STAFF	17
27.	EMPLOYEES	17
28.	ENTIRE AGREEMENT	18
	APPENDIX I – Example of Payment/Profit Distribution Calculation	19

JOINT VENTURE AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of March, 2010, by and among Jacobs Project Management Co., (hereinafter referred to as "JACOBS") with offices at 501 North Broadway, St. Louis, MO 63102, and Titan Facilities, Inc., (hereinafter referred to as "L-3") with offices at 1501 Merchants Way, Niceville, FL 32578 and who are hereinafter sometimes referred to collectively as "Parties" or "Joint Venturers" and singly as "Party" or "Joint Venturer".

WITNESSETH

WHEREAS, the Parties are desirous of continuing their Joint Venture formed for the Okaloosa County School District Program III for the purpose of performing professional services, architect/engineer, construction, construction and program management and other assignments under a contract (hereinafter called the "Contract") with the Okaloosa County School District (hereinafter referred to as "Client"), for Total Construction Program Management Services for 2008 Okaloosa County School Capital Improvement Program IV, (hereinafter referred to as the "Program"), and upon the terms and conditions hereinafter set forth; and

WHEREAS, each Party represents that it is able and qualified to provide its share of the financial, personnel, equipment, and supervision necessary for the performance of the said Contract in accordance with the provisions thereof and of this Joint Venture Agreement (the "JV Agreement");

NOW THEREFORE, the Parties agree to enter into a formal Joint Venture Agreement for the 2008 Okaloosa County School Capital Improvement Program IV, which shall include the following terms:

1. JOINT VENTURE CREATED

a. The Parties hereto do hereby associate themselves as Joint Venturers under the name of "JACOBS/L-3, a Joint Venture", and being duly licensed as such by the State of Florida as a Contractor - Joint Venture for the sole purpose of novating and performing the existing Contract. Jacobs will maintain its current role as managing partner of the Joint Venture.

b. This JV Agreement does not create a partnership among the Parties for other dealings other than the Contract, nor give rise to any agency one for the other unless the Joint Venture Board (JVB) approves by formal vote to engage in other dealings within the State of Florida or other locals as the JVB deems appropriate.

2. BUSINESS TO BE CONDUCTED

a. The business of the Joint Venture shall be the performance and completion of the work under the Contract in accordance with its terms. Nothing herein contained shall prohibit or restrict the Parties from or in the performance for their own account, or with others, or any other work, whether similar or dissimilar to the work under the Contract except in the case where the other work constitutes a conflict of interest with this Program. The Parties shall cooperate with each other to the fullest extent so that the Contract shall be properly and competently performed by the Joint Venture.

b. The JVB may at its option as approved by a JVB vote affirming such, pursue, negotiate and deliver upon successful award additional project/program assignments within the State of Florida and other locales, jurisdiction, states as may be deemed appropriate by the JVB. Services contemplated by the JV Agreement include, but are not limited to: program management, project management, construction management, architect-engineer, technology implementation and outsourcing, operations and maintenance services and outsourcing and other services that may be required by specific client(s).

3. RESPONSIBILITIES OF THE JOINT VENTURERS

a. The Joint Venturers recognize that as to the Client, their respective obligations and liabilities under the Contract, and for the performance of the work, are joint and several. The Parties agree that as among themselves as Joint Venturers their rights and obligations are as herein set forth in this JV Agreement.

4. TERM

a. The Joint Venture shall commence upon receiving from the Client a fully executed novation agreement for the Contract with the Client, and shall terminate upon cancellation of Program, full performance of the Contract, termination of the Contract in accordance with its terms, agreement by the Parties or material breach of the Joint Venture agreement, unless this Joint Venture is sooner terminated as hereinafter provided, or the Parties agree to continue the Joint Venture as provided below. The Joint Venture shall continue until such time as its obligations under the Contract or any Change Orders or Contract extensions have been satisfactorily completed; provided, however, that the Joint Venture shall continue to exist until such later time as all disputes, claims, causes of action, or the like which arise under the Contract shall have been resolved and the Joint Venture shall have received full payment of all sums to which it is entitled under the Contract, and the final accounting and settlement among the Joint Venturers, as provided in Article 14 hereof, is accomplished.

b. At the discretion of the JVB, the JV may be extended and remain in effect to pursue other business opportunities that may present themselves in addition to the Okaloosa 2008 Capital Improvement Program IV. In order to pursue business opportunities with other legal entities, school districts within or outside of the State of Florida, the JVB shall affirm this decision pursuant to a formal vote by the JVB. Said vote must be unanimous by the voting JVB members.

5. PLACE OF BUSINESS

The place of business of the Joint Venture shall be in a dedicated Program office at 1501 Merchants Way, Niceville, Florida 32578, or as may otherwise be agreed upon by the Parties. The cost of this space to the Joint Venture shall be mutually agreed.

6. JOINT VENTURE BOARD (JVB)

a. The business and affairs of the Joint Venture, as well as the determination of all policies connected therewith, shall be under the supervision and control of a Joint Venture Board (Board). The Board shall consist of four regular voting members, two from JACOBS and two from L-3. In the event that the regular voting members reach an impasse, then the Group Vice President of Jacobs Global Building North America., may after consulting in good faith with the CEO of L-3, cast the deciding vote, provided that any decision to execute a Task Order, amend the Prime Agreement, amend this Agreement, enter into any subcontract by the Joint Venture, or borrow money in the name of the Joint Venture, must be by unanimous consent. In the event that the parties do not concur with respect to a decision and JACOBS elects to cast the deciding vote to make a decision on behalf of the Joint Venture, then L-3 shall have the right to challenge such decision and have the matter submitted to binding arbitration on the sole question of whether or not JACOBS acted in good faith in the reasonable belief that the decision was in the best interest of the Joint Venture. Upon execution of this Agreement, the Board shall consist of the following persons:

Regular Voting Board Members Appointed By JACOBS:

Mr. Joe Mastrucci* ✧
Mr. Ed Pogreba ✧

Regular Voting Board Members Appointed By L-3:

Mr. Joel Lindner ✧
Mr. Leslie Rose* ✧

Group Vice President
For Jacobs Project Management Co.

CEO of Titan Facilities, Inc. (L-3)

Mr. Tom McDuffie or His Designee

Mr. Leslie Rose ✧ or His Designee

JVB Secretary

JVB Ass't Secretary

Mr. Joe Mastrucci ✧

Mr. Joel Lindner ✧

* Program/Project Executives with signatory authority on subcontracts, change orders, etc. issued by the JVB.

✧ Signatory authority on JV bank accounts and legal instruments.

Each of the above-named persons shall continue to serve as a representative of the party selecting him or her until such time as said party elects to choose a successor. In the event that a party elects to change its representative, or in the event of the death, resignation, or disability of any party's representative, such party shall forthwith select a successor duly qualified as provided above to be such party's representative on the Board. Until such time as a successor Board member has been selected by such party to serve on the Board, the Secretary (or Assistant Secretary or their designee) of such party shall serve as the successor member of the Board.

b. The regular voting Board members appointed by JACOBS shall have one vote each, and the regular voting Board members appointed by L-3 shall have one vote each, with respect to all matters to come before the Board.

c. Regular meetings of the Board shall be held every fiscal quarter. In addition, any regular voting member may call a special meeting of the Board at any time. The time and place for each regular meeting shall be set by the Board at its last (or earlier) Board meeting, and if no time and place has been set, then the parties shall set the time and place for the next Board meeting by mutual agreement, and if they are unable to agree then the time and place shall be set by one of the parties on an alternating basis starting with the first regular voting Board member listed above. No notice is necessary if the meeting was set at a prior Board meeting, otherwise notice shall be given by the party calling the meeting no less than five (5) business days prior to the scheduled meeting date. Special meetings may be called by any member of the Board or by the Program Manager. Notice of a special meeting, including the purpose of the meeting, shall be stated to each Board member by the member requesting the special meeting, or by the Program Manager, if the meeting is at his or her request. Participation in regular Board meetings shall be by actual attendance unless all members agree otherwise. Participation in special Board meetings may be by phone at the request of any member. The participation of any member at a meeting shall constitute waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened. Notice may be given orally, in person, telephonically, or in writing by telecopier or electronic mail. If the meeting is being called because of an emergency requiring immediate attention of the Board, then the 5-day notice requirement shall be waived, provided that each Board member is able to participate in such meeting either in person or by telephone. A member may designate by written proxy an alternate who may attend said meeting and act as said member's fully authorized representative for the purpose of transacting any business properly before the Board.

The Board will have authority to:

- Decide all matters relating to or affecting all Task Orders or the interests of the Joint Venture and establish Joint Venture policy.
- Approve and execute the Contract and all amendments and modifications thereto.
- Revise, amend or interpret this Agreement.

- Render guidance with respect to the general management of the affairs of the Joint Venture.
- Approve appointment of the Program Manager and any successors thereto, and delegate its authority to manage and administer day-to-day function to the Project Manager.
- Review selection of key personnel and remove and/or re-assign the Program Manager or other key personnel as may be required during the course of the Work.
- Affirm the general manpower requirements for the program.
- Approve Joint Venture budgets; review and approve the expenditures and budgets prepared by the Joint Venture Program Manager.
- Decide or settle disagreements between the parties.
- Initiate, defend, settle, or compromise any claim or suit by or against the Joint Venture.
- Approve payment of claims by or against the Joint Venture upon recommendation of the Program Manager.
- Increase capital contribution, or alternatively borrow in the name of the Joint Venture or act as a guarantor for any borrowing of a party in the name of or on behalf of the Joint Venture.
- Review and approve the Joint Venture's financial statements; distribution of income; authorize the opening of bank accounts and designate authorized signatories.
- Approve working capital or contingency funding levels and commitments to be maintained in the Joint Venture account.
- Determine and act on any matter expressly or implicitly contained in this Agreement.
- Approve the allocation or assignment of responsibilities and work between the parties.
- Approve subcontracts and other transactions between the Joint Venture and either party and to revoke at any time any such transaction.
- Approve subconsulting agreement(s) and subcontract agreement(s) in the name of the Joint Venture.
- Periodically review with the management of each Joint Venturer progress, status of labor hours, schedules, costs and any other data relating to Scope performed under the Contract and/or JVB policy.
- Review and approve any other matters, which any Board member requests are brought before the Board.

d. Modifications to this JV Agreement shall be by majority vote of the JVB and recorded in a formal amendment to this JV Agreement signed by an officer of each Joint Venturer.

e. No representative or alternate shall be personally liable to the Joint Venture or to any Party by reason of acts taken in accordance with this JV Agreement, except in the case of gross negligence, willful misconduct, fraud, or dishonesty.

7. DIVISION OF INTERESTS

a. The rights and obligations of the Joint Venturers and their interests in the Joint Venture, its assets, liabilities, profits, and loss, shall be in the proportion of fifty-five percent (55%) JACOBS and forty-five percent (45%) L-3.

b. Except as provided in the indemnification section, each Party shall assume and pay its percentage of participation in any loss and/or liability arising from the performance of the Contract.

8. PERFORMANCE OF THE WORK - RESPECTIVE DUTIES

a. It is the intent of the Joint Venturers to utilize each other's resources in the execution of their respective areas of responsibility and in doing so to split professional services / labor between the Parties whereby the final split is 55/45 between JACOBS and L-3, respectively.

b. Except as otherwise expressly herein authorized or hereafter expressly authorized in writing by the JVB, no Joint Venturer shall be entitled to compensation for its costs of services, personnel, materials, equipment, or supplies furnished by it unless such costs were incurred pursuant to this JV Agreement.

c. It is the decision of the Parties that the services, which may be required, will be performed by the utilization of Joint Venturer employees furnished and paid by the respective Joint Venturers, rather than by personnel hired directly by the Joint Venture.

d. Each Joint Venturer shall provide services in accordance with the Okaloosa County School District Contract.

e. The Joint Venturers shall be reimbursed and compensated for their costs of performing services in accordance with Articles 11 and 12.

9. JOINT VENTURE FUNDS

a. All necessary working capital, when and as required by JACOBS for the prosecution of the Contract, shall be furnished by the Parties in the proportion set forth in Article 7 above.

b. The need for working capital, and amount thereof, shall be determined by JVB. Within ten days after such determination by the JVB each Party shall contribute its proportionate share of such required working capital. If a party fails to contribute an amount equal to its division of interest of working capital by such time, the defaulting Party's interest in the capital, profits, and assets of the Joint Venture shall be decreased, and the interests of the other Party increased, so that the respective interests of the Parties shall be in the same proportion as the amount of working capital actually furnished. The defaulting Party's interest in the capital, profits and assets shall be restored to its division of interest when all the defaulted working capital contributions plus interest have been paid to the Joint Venture.

c. Existing and open bank account(s) in the name of Joint Venture shall be opened in Niceville, Florida or elsewhere in such bank or banks under any style or styles as JVB may determine, in which all funds earned by or otherwise paid to the Joint Venture as a result of the business thereof, shall be deposited. Such sums may be withdrawn by check, draft, or other instrument in such form and with such signatories, as the JVB shall direct.

d. All working capital advances shall be repaid without interest to the Party advancing it prior to the distribution of any profits as herein provided.

e. No Joint Venturer shall have the power to borrow or pledge money upon the credit of the Joint Venture or the other Joint Venturers.

f. Notwithstanding anything to the contrary herein, but excluding Joint Venture liability arising from claims or suits by the Client or third parties, neither Joint Venturer is obligated to contribute working capital in excess of three million dollars (\$3,000,000.00).

10. JOINT VENTURE MANAGEMENT

a. JACOBS shall be the sponsor of the Joint Venture and shall act as Managing Joint Venturer in the performance of this JV Agreement, having supervision, management, and control of all matters pertaining to performance of the work subject to the JVB determination.

b. To facilitate day-to-day conduct of the business of the Joint Venture, the Program Manager in consultation with the JVB Program Executives shall be invested with full authority to act on behalf of the Joint Venture and to bind it with respect to all matters and questions arising out of or relating to the performance of the business of the Joint Venture, subject, however, to the limitations upon such authority specified in this JV Agreement and the determinations of the JVB.

c. The Program Manager shall monitor the performance and status of the Contract and report in writing to the JVB on a quarterly basis, seven days prior to the JVB meeting. The report will include a list of expenditures, Joint Venture budget analysis, performance summary, staffing, amendments, insurance, and critical issues.

d. The Program Manager's authority shall include the approval or disapproval of, and removal of, personnel assigned to the Joint Venture by the respective Parties subject, however, to the limitations upon such authority specified in this JV Agreement and the determination of the JVB.

e. The Program Manager's decision shall be recognized and accepted as that of the Joint Venture. Performance by the Joint Venture under the Contract shall proceed immediately and accordingly, subject to the rights of the Parties to appeal from any decision in the manner provided in Article 6 of this JV Agreement.

f. The Program Manager shall be designated and authorized to sign and/or authorized to delegate others to sign, as limited by Paragraph g. below, for and on behalf of the Joint Venture, any agreements, papers, instruments, or other documents necessary or reasonably incidental to the prosecution of any work or performance of the Contract except the Contract and modifications thereto.

- g. Without prior specific approval of the JVB, the Program Manager shall not:
1. Sell, exchange, encumber, lease, or otherwise dispose of all or any portion of the Joint Venture property or assets;
 2. Lend Joint Venture funds or borrow any money for the Joint Venture;
 3. Obligate the Joint Venture as a surety, guarantor, or accommodation Party to any obligation;
 4. Enter into a client contract agreement or make any commitment to third parties for the Joint Venture.
 5. Take any action limited or prohibited by the JVB.

11. JOINT VENTURE COSTS AND COMPENSATION

a. The following costs shall be deemed Joint Venture costs and reimbursed by the Joint Venture. Joint Venture costs shall be limited to these four categories: 1) Client Reimbursable, 2) Direct Client Non-reimbursable and, 3) Third Party/Sub-consultant costs, 4) Other Costs.

1. *Client Reimbursable Costs:* Costs incurred by a Joint Venturer in rendering services or furnishing materials, supplies, and/or equipment to or for the Joint Venture in accordance with the execution plan and which are fully reimbursable in the Contract.
2. *Direct Client Non-Reimbursable:* Costs incurred by a Joint Venturer in rendering services or furnishing materials, supplies, and/or equipment to or for the Joint Venture in accordance with the execution plan and which are not reimbursable in the Contract.
3. *Third Party / Sub-consultant Costs:* Third Party / Sub-consultant costs authorized and incurred by the Joint Venture in accordance with the execution plan. Third party / sub-consultant costs may include both reimbursable and direct non-reimbursable costs as set out in each third party / sub-consultants agreement with the JV.
4. *Other Costs:* Costs specifically approved from time-to-time by the JVB. The Joint Venturers will respectively pay all other costs itself unless agreed otherwise by the JVB. No other bills or expenses will be paid by the Joint Venture.

b. JV accounting, invoicing, tax preparation and submission shall be a reimbursable cost.

c. JV costs shall not include any charges for general, administrative, or overhead expenses or charges of the main or branch offices unless approved by the JVB.

d. All Joint Venture costs (including, without limitation, costs defined under Paragraphs a and b. of this Article 11 shall be paid from Joint Venture funds including proceeds of the Contract as well as contributions to working capital. Unless otherwise specified in this JV Agreement indebtedness to a Joint Venturer shall be paid in accordance with its terms. All such payments and indebtedness to the Joint Venturers (as well as payments and liabilities to third parties) shall be deemed costs and expenses of the Joint Venture in determining profit or loss of the Joint Venture.

e. JVB members shall not bill to the Joint Venture when they are functioning in their capacity as such, but shall be billable when they are performing specific functions

directly related to the performance of The Contract and in accordance with the approved work plan. Under these circumstances, billing rates shall be set at the first JVB meeting.

f. The Direct Personnel Expenses (DPE) hourly labor rate for a salaried (exempt from overtime) JV employee shall be the amount obtained by dividing the annual salary by 2080. Billable hours to the Joint Venture shall not exceed forty (40) hours per week unless otherwise approved by the Program Manager. The billing rate to the JV shall be set at the first JVB meeting.

g. Expenses approved by the JVB will be at cost without markup. Expenses shall include, but are not limited to office rent, utilities, office equipment and supplies, computer equipment, telephone expenses (local, equipment, long distance charges, mobile charges, etc.) shall be invoiced to the JV unless they are direct job/project charges in which case they are considered part of the cost of the work. Relocation and temporary living, project vehicle(s) (if any) shall be a direct job cost and paid by the Joint Venture.

h. Mileage and time from home to an employee's assignment, marketing and other non-billable time shall not be charged to the Program. Travel costs to the project/program site for non-site assigned personnel on JVB business shall be invoiced and paid by the JV.

i. Reasonable travel expenses (airfare, meals, ground transportation, lodging, incidentals, etc.) incurred by JVB members to attend scheduled JVB meetings shall be paid by the JV to each of Joint Venturers in accordance with Article 11.a.2 of the JV Agreement.

12. DIVISION OF INCOME

a. The Joint Venture profit will be divided according to Article 7, between the Joint Venturers after subtraction of Joint Venture costs allowed under Article 11 and non-reimbursable direct job expenses included in the Joint Venture budget and approved by the JVB.

b. The Program Manager will prepare a detailed all-inclusive program budget that includes anticipated JV third party / sub-consultant costs, JV labor, and reimbursable and non-reimbursable direct job expenses. Costs which are materially different than the budget or which exceed the budget will not be accepted unless otherwise agreed to by the JVB.

c. The Program Manager will work with representatives of the Joint Venturers to establish the distribution of direct DPE labor in accordance with Article 7. If a disparity in the split of direct DPE labor arises, the JV will attempt to correct the disparity by giving the firm in deficit a reasonable opportunity to fill any open positions. In the event one Joint Venturer provides more or less direct labor than planned in the execution of the Program, the distribution of profit shall be proportionately adjusted to compensate for the variance. For a profit adjustment to occur, the direct labor variance at the completion of the Program must be greater than two percent (2%) of the planned direct labor per Joint Venturer (range of L-3's direct labor with no adjustment is 43% to 47%). Beyond this variance, a proportionate adjustment in the profit distribution will be made by the JVB. By way of example, should L-3 perform 48% of the direct labor on the total Program, L-3 will be entitled to 48% of the profit distribution for the total Program.

d. The cost of preparing and submitting proposals, preparing The Contract and this JV Agreement, and continuing administrative, marketing and entertainment costs, and other costs up to the date of The Contract, shall be borne by the party incurring the cost unless approved by the JVB.

e. Any material not required to be returned to the Client, including but not limited to computers, office equipment, furniture, software, manuals or other equipment that is developed or purchased by The Joint Venture shall be divided equally by the Joint Venturers after the completion of this JV Agreement.

13. ACCOUNTING, RECORDS AND PAYMENTS

a. Accounting and Records:

1. Proper and complete books of account relating to work performed by each Party pursuant to this JV Agreement shall be maintained by each Party at its principal place of business. Each Party's books of account relating to work performed by each Party pursuant to this JV Agreement shall be subject to inspection by an independent accounting firm chosen by the JVB. Additionally, books of account showing the working capital accounts and accounts of all transactions of the Joint Venture shall be kept by JACOBS, and shall accurately show the amount which each Party has contributed to the working funds of the Joint Venture, and, in accordance with standard accounting procedures, shall show the receipts, disbursements, assets, liabilities, profits, and losses of the Joint Venture. Such books of account, together with all bonds, notes, bills, and any other records belonging to the Joint Venture, other than records relating solely to the negotiations and meetings of the JVB, shall be open to examination and audit by the Client in accordance with the Contract requirements or by any of the Joint Venture Parties upon their request and at their own expense at all times during JACOBS regular business hours. JACOBS will maintain these records at its St. Louis, Missouri office unless otherwise noted.
2. All books, records, accounts, documents, reports, and other information and data pertaining to the Joint Venture and to the work being performed by the Joint Venture, shall be kept and preserved by the Joint Venture as long as required by the Contract, by law, or by good business practice. JACOBS shall maintain the permanent records of the Joint Venture. Both Parties shall have equal access to such records and such records shall not be discarded or destroyed without written permission from both parties. In no case shall retainage period exceed the requirements defined in the Contract, or by law.
3. The Joint Venture shall adopt the calendar year of January 1 through December 31 as its accounting period for purposes of its accounting records and its income tax returns.
4. The Joint Venturers intend that the Joint Venture will be classified as a partnership for income tax purposes (but only for income tax purposes),

and the Joint Venturers will take whatever reasonable actions is necessary to maintain that tax status.

5. JACOBS shall cause to have prepared and filed the necessary Joint Venture income tax returns in accordance with Jacobs' procedures. In addition, JACOBS agrees to submit each year a copy of the final Joint Venture return figures to the Joint Venturers not later than 60 days before such partnership return must be filed, including extensions.
6. At such times as the Joint Venture JVB may direct, an accounting of all income, liabilities, and disbursements of the Joint Venture shall be made and provided to each of the Joint Venture Parties.

b. Billing and Payment

1. The Joint Venturers will each bill the Joint Venture on a monthly basis in the form and on the date established by the JVB for direct DPE labor, reimbursable expenses and non-reimbursable direct program expenses not approved in the budgets. These costs will not be accepted by the Joint Venture unless otherwise agreed by the JVB.
2. The Program Accountant shall prepare the invoice to the Client covering the lump sum amount, cost-of-work, and reimbursable expenses due under the terms of the Contract. Concurrent with preparation of the invoice, the Program Accountant shall prepare an Allocation Work Sheet showing the division of the proceeds from the Client between the Joint Venturers and forward this worksheet to the JVB.
3. The Program Accountant will arrange for the wire transfer, if possible, of direct DPE labor, reimbursable expenses and non-reimbursable direct program expenses due the Joint Venturers in accordance with the Allocation Work Sheet, within twenty four (24) hours after receipt of payment from the Client or as soon thereafter as available funds are credited to The Joint Venture bank account. The remainder of the distribution shown in the Allocation Work Sheet will be made to the Joint Venturers on a quarterly basis. Should either Joint Venturer disagree with the Allocation Work Sheet, they will refer the disagreement to the JVB who shall make every effort to resolve the disagreement promptly.
4. Any interest accrued in the Joint Venture account will be split according to Article 7, between the parties. The final distribution shall be made promptly after completion of the Program and after paying all known costs and expenses of the Joint Venture and setting aside such reserves for unsettled claims, demands, and contingencies as the JVB may deem proper.
5. All invoices for Services performed under the terms of the Contract, wherever performed, and for all Services performed by consultants and subcontractors, shall be submitted by the Joint Venture to the Client. In the event of disallowance of any invoiced costs submitted to the Client by the Joint Venturers or on behalf of any consultant or subcontract, the costs submitted and the amount paid or to be paid thereon by the Joint Venture to the submitting Party shall be determined upon review of the JVB.

14. DISTRIBUTION AND FINALIZATION

a. Upon completion of the Contract(s), or earlier if mutually agreeable by the JVB, after providing for and payment of all costs of the work there under and establishing proper reserves as determined by the Parties, and after repaying all sums advanced by the Parties for working capital, any funds thereafter remaining shall be distributed and divided between the Parties in the proportions set forth in Article 7 hereof. Any reserves, when no longer required, or so much thereof as shall remain, shall be similarly distributed.

15. LIMITATION OF LIABILITY

a. In connection with any matter arising under the Contract, in no event shall any Joint Venturer employee, officer, director, shareholder or agent be liable to the Joint Venture for its acts or omissions, nor shall any duly authorized representative or alternate on the JVB or the Program Manager be liable whether in contract, tort or otherwise to any Joint Venturer, except for direct (but not consequential) damages resulting from fraudulent, dishonest conduct, breach of fiduciary duty, willful misconduct or gross negligence.

b. In no event shall any Joint Venturer be liable to any other Joint Venturer or the Joint Venture, in contract, tort or otherwise (including negligence, warranty and strict liability) for any special, indirect or consequential damages including, without limitation, loss of revenues or profits, cost of capital, loss of goodwill or similar damages.

c. If the Client or any third Party should assert any claim or commence any legal action against one or more of the Joint Venturers or against the Joint Venture in connection with any matter arising under the Contract or associated with the Program, then each Joint Venturer shall share all costs thereof (not covered by insurance purchased by the Joint Venture, Joint Venturers or the Client) including, but not limited to, all damages, judgments, fees and expenses, in proportion to its respective interest and share in the Joint Venture as set forth in Article 7.

d. To the extent not covered by insurance for the Program obtained by the Joint Venture, Joint Venturers or the Client, each Joint Venturer hereby agrees to hold harmless, indemnify, protect and defend the other Joint Venturers, their directors, officers, employees, agents and subcontractors against any and all liability, claims, suits, actions, damages, judgments or decrees and expenses, including reasonable attorney's fees, by reason of an act or forbearance to act on the part of either Joint Venturer in conjunction with the work to be performed under the Contract, so that such liability or expense is allocated between the parties in the proportion provided in Article 7, except for direct (but not consequential) damages resulting from fraudulent, dishonest conduct, breach of fiduciary duty, willful misconduct or gross negligence.

e. Neither party is responsible or liable, whether by indemnification or contribution, for a fraudulent or illegal act, material misrepresentation, willful misconduct or civil or criminal fine or penalty of the other party. If either is responsible for a fraudulent or illegal act, material misrepresentation, willful misconduct or civil or criminal fine or penalty, that party will defend, indemnify and hold harmless the Joint Venture and the other party from any loss, damage, cost or expense resulting from such conduct.

f. Notwithstanding the foregoing, JACOBS will defend, indemnify, and hold L-3 harmless from any liability resulting from any work or service subcontracted to JACOBS by the Joint Venture, and L-3 will defend, indemnify, and hold JACOBS harmless from any liability resulting from any work or service subcontracted to L-3 by the Joint Venture.

g. Any agreements to indemnify a surety company or surety companies under this Contract shall be limited to and allocated in accordance with the percentage of total liability assumed by the Joint Venturers hereto as provided in Article 7.

h. Each Party hereby waives any claim against the other for consequential damages, punitive damages, or special damages of any kind including lost opportunity, lost profit, loss of use or other similar damages except for direct (but not consequential) damages resulting from fraudulent, dishonest conduct, breach of fiduciary duty, willful misconduct or gross negligence.

i. Outside Business Ventures. Each Party or any of its Affiliates may engage in or possess an interest in other business ventures of any nature or description, independently or with others, whether or not competitive with the Joint Venture, except neither Party shall possess any interest in another business venture which would compete for or be in direct conflict with the work under the Program. The Joint Venture and each Party to the Joint Venture shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived there from, and the pursuit of any such venture shall not be deemed wrongful or improper.

16. RIGHTS OF PARTIES TO OBLIGATE THE JOINT VENTURE

a. Except as otherwise specified herein, nothing in this JV Agreement shall make or constitute any Joint Venture Party the representative, agent, or principal of the other Parties hereto, and it is understood and agreed that no Joint Venture Party shall make commitments of any kind whatsoever or incur obligations or liabilities of any kind binding upon the Joint Venture or any Party without first obtaining from the others their express written consent and approval thereto; nor shall any Party, without the previous written consent of the others, compromise or release any debt or liability that may be owing to the Joint Venture except upon full payment thereof. Each Joint Venturer hereby agrees to indemnify and hold the others harmless with respect to any and all such commitments, obligations, or liabilities made by one Party without the others express written approval.

17. ASSIGNMENT

a. No Party hereto shall sell, assign, or in any manner transfer or hypothecate their interest, or any part thereof, in the Joint Venture or in this JV Agreement or in the Contract being performed by the Joint Venture, payments due there under, or any assets acquired or being used in connection therewith, without first obtaining the written consent of the other Parties hereto, which consent shall not be unreasonably withheld. Any unauthorized attempt thereat shall be void and unenforceable.

b. Subject to the prohibitions upon assignment and transfer hereinabove set forth, this JV Agreement shall be binding upon and inure to the successors and assigns of the respective Parties hereto.

18. INSURANCE

a. Each party to the Joint Venture shall furnish General Liability and Professional Liability insurance, with at least the limits of coverage identified in the Prime Agreement, insuring its interest in the Joint Venture. Each party will provide the other with evidence of insurance in the form of a certificate which shall provide that thirty (30) days notice be given for the event of cancellation. The parties will jointly furnish any bonds required under the Prime Contract. It is the intent to minimize the cost of additional insurance to the Client and Joint Venture by extending the Parties' existing policies to cover the Joint Venture. In the event insurance costs are deemed eligible for reimbursement under the contract with the Client(s), each Joint Venturer will be entitled to submit its share of the insurance cost for this Contract pursuant to Parties allocation as defined in Article 7.

b. L-3 hereby releases and waives any and all rights of subrogation against JACOBS and the Joint Venture which, in the absence of this Paragraph would arise in favor of any insurance company insuring L-3 against loss by casualty and loss of any other type resulting from damage to or destruction of the Project or any portion thereof, or in damage to or destruction of the property of L-3, or the Client's property, and L-3 hereby releases and waives its right of recovery against JACOBS or the Joint Venture for loss or damage resulting from damage to or destruction of the Client's property or any portion thereof, or for damage to or destruction of the property of L-3, caused by any hazards insured against by casualty insurance.

c. JACOBS hereby releases and waives any and all rights of subrogation against L-3 and the Joint Venture which, in the absence of this Paragraph would arise in favor of any insurance company insuring JACOBS against loss by casualty and loss of any other type resulting from damage to or destruction of the Project or any portion thereof, or in damage to or destruction of the property of JACOBS or the Client's property, and JACOBS hereby releases and waives its right of recovery against L-3 or the Joint Venture for loss or damage resulting from damage to or destruction of the Client's property or any portion thereof, or in damage to or destruction of the property of JACOBS, caused by any hazards insured against by casualty insurance.

19. GOVERNING LAW

a. This Agreement shall be governed by the law of the State of Florida, excluding its choice-of-law rules. Any dispute hereunder that cannot be resolved pursuant to the terms of this Agreement, shall be resolved by arbitration in Florida (pursuant to the Commercial Arbitration Rules of the American Arbitration Association), or by an action in state court having jurisdiction, and the parties expressly agree to submit to the jurisdiction and venue of such courts.

20. NO ILLEGAL PAYMENTS

a. Each Joint Venturer covenants to the others that no officer, employee of the Joint Venturer, or any person or firm acting on behalf of the Joint Venturer has offered, made, or promised to make any illegal payment, illegal contribution, or other illegal disbursement or gift in connection with securing the Contract. Each Joint Venturer further covenants that it shall not offer, make or promise to make such payment, contributions, disbursement, or gift in connection with this Program or any other project or business of the Joint Venture, or for the benefit of or on behalf of the Joint Venture or any of the Joint Venturers. Each Joint Venturer expressly agrees to indemnify and hold the other Joint Venturers harmless from all costs (including, but not limited to cost of legal services and fees), damages, expenses, and liability arising about of or as a consequence of failure to comply with the provisions of this paragraph.

21. NOTICES

a. All notices required to be given under any provision of the JV Agreement by JVB or the Parties hereto shall be given by facsimile or certified first class mail, return receipt requested, and/or Federal Express or equal, addressed to the other Parties named in this JV Agreement as follows:

Jacobs Project Management Co.
Mr. Ed Pogreba
1100 North Glebe Rd
Suite 500
Arlington, VA 22201

Titan Facilities, Inc.,
Mr. Les Rose
1501 Merchants Way
Niceville, FL 32578

Telephone No. 571-218-1115
Fax No. 571-218-1560
E-mail: ed.pogreba@jacobs.com

Telephone No. 571-334-2100
Fax No. 850-897-5388
E-mail: Les.Rose@L-3Com.com

22. ANNOUNCEMENTS

a. Neither party shall release to the public any information or publicity related to the Prime Contract or any Task Order without the express written consent and prior approval of the Board. All information and publicity relating to the Prime Contract shall identify the Joint Venture as "JACOBS/L-3, a Joint Venture".

23. PRE-CONTRACT EXPENSES

a. Each party will be individually responsible for its bid and proposal costs and for any costs incurred in connection with negotiation of the Prime Contract or the first Task Order under the Prime Contract.

24. DISPUTE RESOLUTION

a. In the event that a dispute arises between the Joint Venturers, the JVB will use its best efforts to amicably resolve the dispute between them. GVP, Jacobs GBNA or other individuals designated by him and Managing Principal, L-3 CEO as named in Article 6 of the JV Agreement shall resolve the dispute in the event the JVB is unable to resolve the dispute. In the event the dispute is still not resolved, then Article 19 of the JV Agreement shall govern.

25. CONFIDENTIAL INFORMATION

a. It is contemplated the Joint Venturers will exchange proprietary information between themselves as necessary to effectuate the purposes of this JV Agreement (including the formation and operation and management of the Joint Venture). Each Party agrees to keep in strictest confidence all proprietary information relating to or acquired from the other Party in connection with the performance of this JV Agreement or Contract, or through participation in the operation and management of the Joint Venture.

b. Each Party agrees that it will not publish, communicate, divulge, disclose, or use any proprietary information without the prior written consent of the other Party until two (2) years after the termination of the JV Agreement.

c. Proprietary information shall include all business information relating to each Party (and their respective affiliates), including, but not limited to, business operations, financial information, marketing programs and client information. Proprietary information shall not include any information in the public domain.

26. SOLICITATION OF STAFF

During the term of the Program, the Joint Venturers agree not to solicit staff assigned to the Okaloosa Schools Program from each of the Joint Venturers. JVB retains the right to evaluate the transfer/hiring of personnel between JACOBS and L-3 that are assigned to the Okaloosa Schools Program in the event it is deemed in one or both Parties best interest.

27. EMPLOYEES


a. Each Party shall be responsible for its respective employee's compensation, benefits, insurance, taxes, workers' compensation, and any other such payments or obligations, and no employee of any Party shall be deemed an employee of the Joint Venture by virtue of any work done hereunder.

28. ENTIRE AGREEMENT

This JV Agreement, together with any addenda entered into in writing and signed by an authorized office of each Party, shall constitute the entire agreements or understandings whether oral or written with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned Joint Venturers have executed this Agreement as of the day and year first above written.

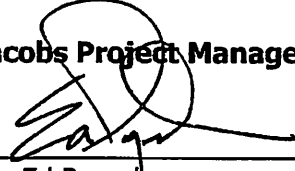
WITNESSES:



Joseph Mastrucci
JV Board Member & Program Executive

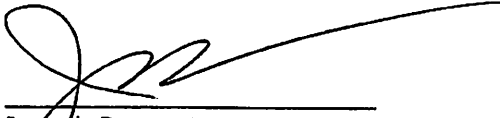
Date: 3/22/10

Jacobs Project Management Co.



By: Ed Pogreba
Vice President

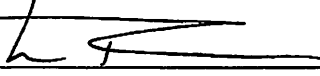
Date: 3/22/10



Joseph Ruppert
Vice President, Contracts, L-3 STRATIS

Date: 3/18/2010

Titan Facilities, Inc.,



By: Leslie Rose
Chief Executive Officer Titan Facilities, Inc.

Date: 3/18/10

APPENDIX I – Example of Payment/Profit Distribution Calculation

Example Allocation Work Sheet		
Assume a monthly allocation as follows		
01. Jacobs / L-3 billing to Client		
Cost of Work (COW) amount based	\$100.00	
JV reimbursable expenses per Client contract	\$10.00	
Risk Fee (5.25%)	\$5.78	
02. Jacobs / L-3 billing to Client (COW plus reimbursable plus Fee)		\$115.78
Payment of JV subcontractors	\$60.00	
03. Balance after earnings (payment) to subcontractors		\$55.78
Jacobs direct DPE labor and expenses (reimbursable and non-reimbursable)	\$20.00	
L-3 direct DPE labor and expenses (reimbursable and non-reimbursable)	\$15.00	
.04 Balance prior to profit distribution		\$20.78
.05 Quarterly distribution (adjustment made end of program)		
55% profit to Jacobs	\$11.43	
45% Profit to L-3	\$9.35	

Exhibit "B"

Previously Selected Architects & Engineering Firms

[To be provided by TPM within 120 days of the approval of this Agreement]

Exhibit "C"

Criteria Document Specifications

In the development of the Criteria Document for each Project, the TPM will consider and include, where appropriate, provisions for design and construction in each of the following areas as a minimum:

- Architectural Design
- Asbestos Management
- Civil/Geotechnical
- Code Analysis
- Construction Management
- Cost Control/Estimating
- Document Production
- Educational Facilities
- Planning
- Electrical and Power Distribution
- Facility Management
- Hazardous Materials Investigation
- O&M Services
- Operations Planning
- Plumbing Engineering
- Quality Assurance
- Safety Coordination
- Security/Controls
- Real Estate Development
- School Board Approved District Technology Standards
- Financial Planning
- Fire Protection/Life Safety
- Graphic Design
- Graphic Services
- Infrastructure/Site Planning
- Interior Architecture
- Landscape Architecture
- Lighting Design
- Master Planning
- Mechanical/HVAC Engineering
- Site Survey
- Soils Analysis
- Structural Design
- Traffic Analysis
- Traffic Engineering
- Technology Requirement of Each Facility
- Value Engineering
- Word Processing/Editing Service

Exhibit "D"

TPM Rate Schedule

Rate Schedule

November 2018-November 2023

ID	Position	Hourly Rates
1	Program Manager	\$181
2	Deputy Program Manager/Construction Manager	\$155
3	Program Executive/Managing Principal	\$194
4	Operations Specialist	\$165
5	Educational Facilities Planner/Designer	\$114
6	Construction Manager	\$155
7	Project Manager I - Site	\$146
8	Project Manager II - Site	\$139
9	Superintendent I	\$111
10	Superintendent II	\$104
11	Field Engineer	\$108
12	Inspector I	\$125
13	Safety Manager I	\$146
14	Design Manager	\$189
15	Facility Programmer II	\$97
16	Sr. Design Architect/Engineer	\$189
17	Design Architect/Engineer I	\$105
18	Design Architect/Engineer II	\$93
19	Civil/Structural Engineer I	\$105
20	Civil/Structural Engineer II	\$93
21	Electrical Engineer I	\$105
22	Electrical Engineer II	\$93
23	Mechanical Engineer I	\$105
24	Mechanical Engineer II	\$93
25	Technology Engineer I	\$114
26	Technology Engineer II	\$105
27	Hazardous Material Project Manager I	\$125
28	Estimator I	\$112
29	Estimator II	\$105
30	Value Engineer/Chief Estimator I	\$143
31	Technical Review Specialist	\$116
32	Facility Programmer I	\$108
34	Project Controls Manager I	\$108
35	Project Controls Manager II	\$84
36	Project Engineer I	\$124
37	Project Engineer II	\$108
38	Scheduler I	\$89
39	Scheduler II	\$81
40	Project Administrator I	\$68
41	Project Administrator II	\$51
42	Project Accountant	\$108
43	Pre-construction Manager	\$155
44	Technology Manager	\$189
45	Network Engineer I	\$119
46	Systems Engineer I	\$168
47	Computer Technician I	\$73
48	Interactive Media Specialist	\$96
49	Clerical	\$41
50	Environmental Project Manager	\$165
51	Environmental Field Technician	\$117
52	IH Specialist	\$143
53	Quality Manager	\$143

Exhibit "E"

Request for Qualifications



THE OKALOOSA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
120 LOWERY PLACE S.E.
FORT WALTON BEACH, FL 32548

REQUEST FOR QUALIFICATIONS (RFQU) SUBMITTAL FORM

ISSUE DATE:

August 14, 2018

PURCHASING CONTACT:

Vince Windham (850) 833-5846

windhamv@okaloosaschools.com

RFQU TITLE:

Construction Total Program Management (TPM) Services

RFQU NUMBER:

RFQU 19-01

RFQU SUBMITTAL DUE DATE & TIME:

September 11, 2018 2:00 P.M. CT

NOTE: SUBMITTALS RECEIVED AFTER THE DUE DATE & TIME WILL NOT BE CONSIDERED.

The School District of Okaloosa County, Florida solicits your company to submit a response to provide the requested services. All terms, specifications and conditions set forth in this RFQU are incorporated into your response. A submittal will not be accepted unless all conditions have been met. All submittals must have an authorized signature in the space provided below. All submittals must be sealed and received in the School District's Purchasing Office by the "RFQU Submittal Due Date & Time" referenced above. The official clock for the purpose of receiving submittals is located in the Purchasing Office. All envelopes containing sealed submittals must reference the "RFQU Title", "RFQU Number" and the "RFQU Due Date & Time". The School District is not responsible for lost or late delivery of submittals by the U.S. Postal Service or other delivery services used by the submitting firm. Neither faxed nor electronically submitted responses will be accepted. Submittals may not be withdrawn for a period of sixty (60) days after the due date unless otherwise specified.

RFQU ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR SUBMITTAL. SUBMITTALS MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____ EXT: _____ FAX: _____

EMAIL: _____

NON COLLUSION CERTIFICATION: The respondent, by affixing its signature to this response, certifies that its response is made without previous understanding, agreement, or connection with any person, firm or corporation making a response for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

I agree to abide to all terms and conditions of this RFQU and certify that I am authorized to sign this RFQU for the respondent.

AUTHORIZED SIGNATURE: _____ PRINTED NAME: _____

TITLE: _____ DATE _____

CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED SUBMITTAL ENVELOPE TO IDENTIFY IT AS A "SEALED SUBMITTAL". NEITHER FAXED NOR ELECTRONIC SUBMITTALS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING WHERE REQUESTED.

DELIVER TO:

THE SCHOOL DISTRICT OF OKALOOSA COUNTY
ADMINISTRATION COMPLEX
PURCHASING DEPARTMENT, RM #1
120 LOWERY PLACE, S.E.
FORT WALTON BEACH, FL 32548

SEALED SUBMITTAL DO NOT OPEN

RFQU NO.: RFQU 19-01

RFQU TITLE: Construction Total Program Management (TPM) Services

DUE DATE/TIME: 09/11/18 2PM CT

SUBMITTED BY: _____
 NAME OF COMPANY



**REQUEST FOR QUALIFICATIONS (RFQU)
FOR
CONSTRUCTION TOTAL PROGRAM MANAGEMENT (TPM) SERVICES**

TABLE OF CONTENTS

	PAGE
Section 1 Introduction.....	4
Section 2 Scope of Services.....	5
Section 3 Remuneration of TPM Firm.....	10
Section 4 Statement of Qualifications Format.....	10
Section 5 Statement of Qualifications Submittal.....	13
Section 6 Statement of Qualifications Evaluation.....	14
Section 7 General Terms and Conditions.....	17
Section 8 Insurance Requirements.....	23
Drug Free Workplace Certification.....	26
Certification Regarding Debarment Form AD-1048.....	27
Certification Regarding Scrutinized Company List.....	28
Submittals Checklist.....	29

REQUEST FOR QUALIFICATIONS (RFQU) FOR CONSTRUCTION TOTAL PROGRAM MANAGEMENT (TPM) SERVICES

NOTE: The term "Proposer", "Respondent", "Vendor", or "Contractor" as used within this Request for Qualifications (RFQU) refers to the person, company or organization responding to this RFQU. The Proposer is responsible for understanding and complying with the terms and conditions herein. The term the "District", the "OCSSB" or the "School Board" as used within this RFQU refers to The School Board of Okaloosa County, Florida. The abbreviation "F.S." as used within this RFQU refers to Florida Statute.

SECTION 1: INTRODUCTION

In accordance with the provisions of Section 1013.45, Florida Statutes and pursuant to the State of Florida's Consultants Competitive Negotiations Act, Section 287.055, Florida Statutes, the School Board of Okaloosa County, Florida, (hereinafter referred to as "School Board") will consider the selection of a Construction Total Program Management (the "TPM") firm for the providing of professional services for a construction total program management project consisting of a multiple-site program of remodeling, renovations, additions, and new projects which will be implemented in separate phases over a five-year period. The full scope of services is more fully described in Section 2 -Scope of Services.

Business entities interested in providing these services to the School Board of Okaloosa County are hereby notified that a sealed Statement of Qualifications, in the required submittal format, for providing the required services, must be received by 2:00 PM local time September 11, 2018 at the Purchasing Department, School Board of Okaloosa County, Bay Area Administration Building, 120 Lowery Place S.E., Fort Walton Beach, FL 32548. Attn: Vince Windham, Program Director – Purchasing. Late responses will not be accepted or considered.

District Contact/Inquiries

This Request for Qualifications (RFQU) is issued by the District. The District is the sole point of contact with regard to this RFQU and all contractual matters related to the services described herein. All communications concerning this RFQU must be addressed, in writing, to:

Vince Windham, Program Director, Purchasing
The School Board of Okaloosa County, Florida
Purchasing Department
120 Lowery Place
Fort Walton Beach, Florida 32548
Fax: (850) 833-6327
Phone: (850) 833-7668
Email: windhamv@mail.okaloosa.k12.fl.us

Questions / Request for Information

The deadline for submission of written questions is August 28, 2018, 2:00 p.m. (CT). After this date and time, no additional questions will be accepted. Written questions from potential Respondents will be accepted by US mail, facsimile or email addressed to the attention of Vince Windham, via the District contact information above. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the Respondent at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. ***Prospective Respondents shall not contact any member of the Okaloosa County School Board, the Superintendent, or District staff (other than the purchasing contact for this RFQU) regarding this RFQU prior to the posting of the tabulation and award recommendation. Any such contact shall be cause for rejection of your proposal.***

Official Responses - Addenda

Interpretations of the RFQU, clarification of RFQU specifications and requirements or changes to the RFQU which have a material effect will be documented and communicated to Respondents *only by written addenda*. Verbal responses to Respondents questions do not constitute an official response unless documented in the form of written addenda and shall be considered *inadmissible* in protest proceedings. All such written addenda should be acknowledged by returning a copy of the signed addenda with your proposal as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your proposal. Any addenda issued to this RFQU will be posted to the Florida Purchasing Group Bid System. Click on the following link to access the bid system www.bidnetdirect.com/florida. Prior to submitting the proposal, it shall be the sole responsibility of each Respondent to contact the District's Purchasing Department at (850) 833-7668 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the proposal.

On or about August 31, 2018 the District will issue responses to all questions timely received. The District will post the responses (as an addendum) to the Florida Purchasing Group Bid System (website where this RFQU is posted), at www.bidnetdirect.com/florida.

Respondents are specifically prohibited from providing information or otherwise communicating either directly or indirectly with School Board members, the Superintendent of Schools, selection committee members, and/or any other district employee regarding this RFQU outside of the formal procedures under this RFQU process. Any individual or firm that violates this prohibition either directly or through a third party may be disqualified from further consideration at the sole discretion of the School Board

Anticipated Time Schedule

The District will attempt to use the time schedule as indicated below. The dates and times are subject to change as conditions may dictate.

Activity	Date
Release/Posting of RFQU	08/14/18
Deadline for Questions / Requests for Information	08/28/18, 2:00 p.m. CT
Release of Official Response to Questions	08/31/18 (on or about)
Proposals Due – 2:00 P.M. Central Time	09/11/18, 2:00 p.m. CT
Evaluation Committee Meeting (time & loc. TBD)	09/17/18-09/28/18
Oral Presentations (if necessary)	09/17/18-09/28/18
Notice of Intent – Post Award Recommendation	09/28/18 (on or about)
Recommendation Submitted to School Board for Approval	10/08/18

NOTE: All times stated are Central Time (CT)

SECTION 2: SCOPE OF SERVICES

The School Board of Okaloosa County, Florida (hereinafter referred to as "School Board") is soliciting written Statements of Qualifications from professional firms desiring to provide Construction Total Program Management services (hereinafter referred to as "TPM") via the Indefinite Delivery Indefinite Quantity (IDIQ) contract format to the Okaloosa County School District. The School Board intends to award a contract to the entity or entities which are deemed most qualified and responsive to this request. The TPM firm will be engaged by and report to the School Board through the Superintendent of Schools and the Board's Owner's Representative.

During a period commencing with a Notice To Proceed issued by the School Board to the TPM firm and ending at the completion of the initial five-year term and any renewal term, the School Board intends to complete a series of construction, remodeling, renovation, and operations and maintenance projects, which will be enumerated in a Project List annually or more frequently if required. The decision by the School

Board to go forward with any or all projects at any time may be a function of available funds or of other factors in the sole discretion of the School Board.

The initial term of this contract shall be for a period of five (5) years. The contract may be renewed for one additional five (5) year term upon mutual agreement and negotiation of the parties. The School Board may at its option award assignments to the TPM firm at any time during the term of the contract or any contract renewals. The School Board will not award new construction assignments after the term of the contract has ended. The duration of the initial IDIQ Agreement shall be five (5) years subject to any renewal term as provided for herein. Work assigned within the term of the contract may be completed pursuant to the schedule outlined within the specific assignment and/or task order and may run beyond the term of the contract. The grouping of projects in each year shall be considered as a separate construction program phase, the scope and performance of which shall be contingent upon adequate annual funding. The School Board reserves the right to add, delete or change projects based upon funding during term of the contract with the TPM firm.

The School Board intends that substantially all of the building projects will be contracted to one TPM firm who will be solely and fully responsible for management of pre-design, design, construction, and post construction services including warranties for those projects in accordance with the method of construction and form of compensation, as selected by the School District through the Owner's Representative, to be used by the TPM for each project (Guaranteed Maximum Price, Lump Sum Contract, Reimbursable Rate Contract, use of a Construction Manager at risk, or any other state approved construction delivery method). The School Board intends to hold the contracted TPM firm at risk for the on-time, on-budget, quality-specified completion of the projects to be managed by that firm and to require that firm to provide warranties which supersede and may survive any warranties by subcontractors, manufacturers, or materialmen.

The School Board intends that the TPM firm will have no conflict of interest or dual role as a contractor or subcontractor except as may be expressly authorized by the School Board in accordance with Florida law.

The TPM firm will be required to provide, or cause to be provided upon request; performance and payment bonds to guarantee all schedules and costs in amounts set forth under Section 255.05, Florida Statutes and hold valid contracting and engineering/architectural licenses within the State of Florida.

Nothing in the School Board's relationship with the TPM firm will diminish the responsibility of architects, construction managers, contractors, subcontractors, and vendors for the quality of their work and products, timeliness of work and delivery, safety, legal compliances, and warranties. The School Board intends that entities overseen by the TPM firm will themselves be held at risk by the TPM firm for on-time, on-budget, quality-specific performance.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE SCHOOL BOARD RESERVES THE RIGHT, AFTER THE SELECTION OF A TPM FIRM, TO REQUIRE THE FIRM SO SELECTED TO OFFER A GUARANTEED MAXIMUM PRICE AND GUARANTEED COMPLETION DATE(S) IN WHICH CASE, THE TPM FIRM IN ADDITION TO PROVIDING APPROPRIATE SURETY BONDS AS REQUIRED HEREIN AND PURSUANT TO SECTION 255.05 FLORIDA STATUTES MUST ALSO HOLD DESIGN AND CONSTRUCTION SUBCONTRACTS.

The School Board intends to use the services of an independent cost estimating professional/firm to validate the construction program costs prior to acceptance of a Guaranteed Maximum Price. If the School Board, in its sole discretion, finds that the TPM firm's Guaranteed Maximum Price for a task order or an individual project exceeds the independent cost estimator's analysis of appropriate market conditions and if the TPM firm then fails to reduce its costs to comply with such market conditions, the School Board reserves the right to terminate the TPM firm's contract. The TPM firm shall be expected to cooperate with the Owner's independent cost estimator and to schedule the work so it does not impede the schedule for the various tasks. The School Board retains its rights to modify these provisions at its sole discretion.

The scope of required services, with respect to each construction, renovation, and remodeling project and with respect to the totality of all projects managed by the TPM firm, includes but is not limited to:

A. PRE-DESIGN AND DESIGN SERVICES

The TPM firm will be fully responsible for all aspects of the design of all projects encompassed in its contract with the School Board including pre-design, schematic design, design development, construction documents, contract administration, planning, and budgeting. The TPM firm will be required to develop a program which facilitates the use of qualified local design professionals to complete the construction documents so long as the use of such local design professionals constitutes the best and most cost-effective use of public funds. The School Board understands that in some instances this may not be practical or cost efficient and that, in those instances, the TPM may be allowed to self-perform certain aspects of the design services with prior approval of the School Board. The scope of pre-design and design services include but are not limited to:

1. Develop project-specific educational specifications as required within School Board-approved budget parameters and with the consultation and involvement of school principals and their designee(s) and school district personnel.
2. Develop design standards and master specifications to promote replication and re-use of plan components among projects when appropriate. The District's Technology Plan contains approved technology standards that will be used in all projects containing a technology component. The Technology Plan is updated periodically to keep pace with current technology. Additionally, pre-established district-wide facility specifications shall be incorporated in all design and construction projects.
3. Develop a master program budget and cash flow schedule for each and all of the program phases and component projects and items of work and categories of expense within each such project including site acquisitions, infrastructure development, legal fees, consultant fees, building permits, testing, environmental remediation, all aspects of construction, furnishings, fixtures, playgrounds/athletic fields, landscaping, and contingencies. Maintain strict cost controls to meet price guarantees for all design and construction services.
4. Develop and maintain an electronic document management system for all plans, construction documents, record drawings, legal documents, financial schedules, and other schedules and documents related to all work undertaken.
5. Schedule and coordinate all site testing and analysis, geotechnical tests, surveys and environmental analyses required for the projects. These sub consultants will be contracted directly to the TPM firm and/or the design professional under contract to the TPM Firm.
6. Develop all required submittals to all local, state, and federal agencies and represent the School Board in securing all necessary reviews and approvals.
7. Ascertain and qualify the district for incentive awards and funding from state or federal government based on the use of cost-effective designs and construction methods.
8. Solicit, receive, and evaluate proposals, manage interviews, and negotiate contracts for professional design services consultants (architects/engineers) for those projects within the TPM firm's assigned program of work. Recommend the selection of architects to the School Board in accordance with the State of Florida Consultant's Competitive Negotiation Act. Review designs and plans as they are being developed and oversee all phases of design for constructability within budget and for consistency with design standards and re-use capacity.

9. **Manage and oversee the services, contracts, and payments to consultants.**
10. **Develop a master schedule for the entire program and each component project showing duration, responsibility, and precedence for all activities. Taking into account the available labor pool and market demands on contractors and subcontractors, publish and manage specific timetables in order to avoid slowdowns due to material or labor shortage and ensure orderly, continual progress on all aspects of construction. Develop preliminary and master bidding schedules for all phases of all projects. TPM firm must have a keen understanding of the construction market conditions in northwest Florida and a proven track record of successful projects under the TPM format within the past five (5) years.**
11. **Provide value engineering, quality assurance, and quality control review and services.**
12. **Develop necessary strategies for bulk purchasing or early procurement of major building systems to achieve optimum price advantages.**
13. **Assist the School Board and its staff in the planning and development of the overall capital improvement program and its prioritized project listing to complete the work within the time period specified and to comply with requirements of bondholders, if any, as well as state or federal agencies as to design or construction requirements. Assist the School District's Chief Financial Officer as may be needed in the analysis of the funding requirements associated with this work.**

B. MANAGEMENT OF CONSTRUCTION

1. **Conduct technical review of plans, prepare bidding documents, and conform final plans to budget and timetable so as to substantially reduce subsequent change orders.**
2. **Organize and manage the process of selecting construction managers, contractors and vendors by others by either (A) pre-qualifying bidders, filing all legal notices, leading all pre-bid conferences, managing bid opening, evaluating bids, and recommending bid awards to the School Board or (B) enter into negotiations for required construction services based on qualifications as may be allowed by Florida law and holding all such subcontracts negotiated.**
3. **Develop and administer a School Board direct payment program for materials and supplies that are to be incorporated into the work.**
4. **Provide continuous on-site construction management throughout the construction phase for all projects as may be assigned by the Owner. This service shall include but not be limited to:**
 - a. **Function as the overseer and owner's representative with respect to all contractors and vendors not holding direct contracts with the TPM firm.**
 - b. **Conduct regular weekly on-site meetings for each project involving the design firm, other consultants as needed, contractors, and principals or their designees.**
 - c. **Maintain daily on-site project log and schedule for each project and each component of each project.**
 - d. **Provide a superintendent with direct performance responsibility and on-site duties for each major project and each group of smaller projects. The TPM firm's superintendent will oversee day-to-day job activities, inspect work for**

conformance with plans and specifications, ensure compliance with construction budgets and schedules, oversee quality assurance testing, and inspection programs including job safety, and maintain record copy of all contract documents on site.

5. Manage and oversee the services, contracts and payments to Construction Management firms for those projects which are assigned by the Owner to a Construction Manager for completion.
6. Process, approve, and present all requests for payment for all construction services according to a draw schedule developed in cooperation with the School District's Chief Financial Officer.
7. Update and manage performance according to project schedules, detailed contractor and subcontractor schedules, submittal schedules, inspection schedules, and occupancy schedules.
8. Manage change orders including implementing a system for reviewing, verifying, and processing any requests for changes. Estimate all change order costs, seek alternative methods of accommodating needs within budget, negotiate change orders with vendors, and present all change orders to the School Board.

C. MANAGEMENT OF POST-CONSTRUCTION ACTIVITIES

1. Develop detailed schedules of close-out activities, solicit punch list items from assigned School Board representatives or district personnel, verify correction of defects and completion of unfinished items, perform electrical, structural, and other inspections, and certify substantial and final completion of each project to the School Board.
2. Coordinate move-in and occupancy including obtaining certificate of occupancy for each project either directly or through a Construction Manager. Manage installation of all equipment and coordinate staff move-in and orientation to use of new or remodeled facilities either directly or through a Construction Manager.
3. Develop and present to the School Board specific performance reports on each project, including compliance with educational specifications, budgets, and schedules.
4. Provide overall warranty coverage for all aspects of all projects and manage warranty work for one year, following the final completion of each project unless warranty period is specified differently in any Task Order project assignment.
5. Secure manuals and warranties including collecting and organizing all operating manuals and warranty documents and establishing parallel files for such items at both the affected school site and the School District office. Carry out training of maintenance and other personnel in operation and maintenance of new systems associated with the completion of remodeling, addition, renovation or new construction projects.
6. Assist School District personnel in the updating of FISH reports or other reports required by the State of Florida upon completion of individual projects, task orders, and the overall program.

D. SELF-PERFORMANCE

1. Respondents should indicate the extent of self-performance, if any, in architectural and engineering services, general contractor services, or any other construction or maintenance-related services.
2. Respondents shall also indicate methods to encourage and utilize local providers of services.

SECTION 3: REMUNERATION OF TPM FIRM

1. The School Board intends to compensate the TPM firm within, not in excess of, the overall budget for any project assigned. Respondents should detail the methods by which their services will save, not add to, project costs and should enumerate specific at-risk provisions.
2. The School Board intends to negotiate a performance-based fee and progress payment schedule for TPM services, which rewards timely completion of certain "milestone events". The Board intends to share savings achieved below Guaranteed Maximum Price based on a negotiated arrangement including savings sharing that incents performance by the TPM or Construction Management firms.
3. The School Board intends to disincent failure to achieve on-time or on-budget performance by making deductions in negotiated fees and delaying progress payments and withholding incentive payments. The Board may include in any TPM contract provisions for liquidated damages.
4. The School Board intends that entities, including architects, construction managers, and contractors overseen by the TPM firm, will be at risk for on-time and on-budget performance.
5. The School Board reserves the right to provide TPM construction program office space and equipment at a School District owned location.
6. The School Board reserves the right to provide Builders Risk insurance coverage through its own insurance program for construction projects.
7. All project contingency fund amounts will be under the control of the School Board as Owner and will not be subject to the shared savings incentive plan.

SECTION 4: STATEMENT OF QUALIFICATION FORMAT

In order to ease comparability and enhance the review process, it is requested that responses to this Request for Qualifications be organized in the manner below. Failure to provide the required information will affect the evaluation of the response and may be grounds for disqualification. Responses should provide straightforward, concise information that satisfies the requirements requested in this RFQU. Responses shall not exceed 50 single sided or 25 double-sided pages including charts, company information and pictures. Charts may not exceed 11" x 17" and count as one (1) page. Covers (front and back), table of contents, and section tabs/dividers do not count as pages in the page count maximums. Expensive bindings, color displays and the like are neither necessary nor desired. Emphasis should be placed on skills and experience that responds to the needs of the School Board, the requirements of this RFQU and completeness and clarity of content. All proposals may be submitted in one packet. The cost of preparing and submitting proposal is the sole responsibility of the Proposer. Proposal documents must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite by the person or persons signing the proposal. Responsibility for errors or

omissions on the part of the Proposer will not be assumed by the District. The required RFQU Submittal Form (page 1 of RFQU) must be signed by an officer or agent of the proposing firm who is empowered to contractually bind the firm.

Title Page:

Show the RFQU title, the name of the proposer, address, telephone number and the date.

Table of Contents:

Include a table of contents for clear identification of the material by tab number listed below.

Tab 1 – Letter of Introduction:

Letter of Introduction signed by a duly authorized officer of the submitting firm. Include the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

Tab 2 – Compliance Requirements:

This is a compliance section and carries no evaluation points. Proposer must meet minimum criteria as specified to receive further consideration. Submittals shall include the following:

- Signed RFQU Submittal Form (Page #1 of RFQU)
- Insurance Certificate meeting the required limits and listing the Okaloosa County School District as an additional insured. (See Pages #23-25)
- Indemnification and Hold Harmless Signature Page (Page #25)
- Drug Free Workplace Certification Form (Page #26)
- Certification Regarding Debarment Form (Page #27)
- Certification Regarding Scrutinized Companies List. (Page #28)
- Any Addenda to this RFQU (Signed by Proposer)

Tab 3 – Project Experience:

Your firm's K-12 public schools capital improvement program experience should be specifically detailed by listing all similar TPM format K-12 programs in the State of Florida, K-12 program management, and multiple-site construction management assignments completed within the last ten (10) years to include:

1. Name and location of each school;
2. The nature of the firm's responsibilities and work, including a clear and verifiable statement as to whether the firm operated as a TPM and was responsible and at risk for on-time, on-budget, quality specific performance for itself and all subcontractors, consultants, and materialmen (or whether the firm acted in a more traditional design-build, architectural/engineering, or general contracting fashion);
3. Provide name, address, telephone number, and e-mail address of School District contact for each project;
4. Date completed;
5. Size, type of facility, total cost per square foot including all costs included in this RFQU's definition of TPM responsibilities, total cost, any penalties incurred or incentives earned.

Tab 4 – Florida Department of Education Experience:

Indicate what experience the firm, its sub-consultants and proposed staff have had with Florida DOE projects.

Tab 5 – Firm Experience and Qualifications:

1. Type of organization for this project (corporation, joint venture, partnership, other). If a joint venture or partnership, indicate the managing partner or joint venture head;
2. Length of time firm/individual has been in business as a TPM firm;
3. States in which the firm or any subsidiary or parent company has done business in the last five years;
4. Location of principal office which will be responsible for implementation of this contract;
5. Location of other offices from which resources may be drawn for this contract;
6. Size, resources and capabilities of the firm:
 - a) Names and credentials of principal officials of the firm who would be responsible for this contract;
 - b) Depth of staff and capabilities from within the organization which can be drawn upon to include management, planning, credentialed inspection personnel, finance personnel, and on-site superintendents;
 - c) Experience of key project leadership with delivery of TPM approach and commitment to the program;
7. Specific experience in executing contracts in which the firm and entities overseen by the firm have been at risk for on-time, on-budget, quality-specific performance; indicate any penalties incurred, liquidated damages assessed, incentives earned, or awards or recognitions conferred;
8. Any and all litigation now pending or within the past five years (including disposition of the litigation) against the firm, partners, co-ventures, or principal officers or companies or ventures or projects in which they have at least a 25 percent interest;
9. Respondents must possess a construction license issued by the State of Florida in accordance with applicable state laws, regulations, and rules. Include license documentation as evidence of such compliance.

Tab 6 – Resumes of Key Project Team Members:

Include resumes of all key personnel to be assigned to this program. Resumes should highlight Florida K-12 experience, other K-12 experience, other education design or construction experience, and representative experience for the proposed assignment on this program.

Develop an organization chart as it relates to key personnel and their relationship. Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities and accountability.

Tab 7 – Financial Strength and Bonding Capability:

Provide a statement documenting financial capability of the firm to provide the resources required. Include CPA audited financial statements for FY 2017 along with bank references.

Tab 8 – Approach to Project:

1. Describe the proposed methodology of how the firm's team would provide and deliver the required services including which of the alternative methods for selecting construction managers, contractors and vendors as set forth under Section 2 (B)(2) is

proposed. Respondents should indicate if the alternative method not proposed is an acceptable option and should describe when and under what conditions the TPM firm would intend to self-perform any element(s) of the program services.

2. Demonstrate by citing past experience and current understanding the firm's knowledge of the labor and materials market in northwest Florida, the unique requirements associated with school construction in Florida, the capacity of the firm to operate and schedule itself and its subcontractors so as to undertake and complete multiple projects simultaneously during periods of extreme activity as well as hold itself able to perform during periods of lull and inactivity over the multi-year contract period, and how the firm intends to address and/or provide solutions to these issues which are part and parcel of an ongoing TPM relationship with the School Board. Outline your approach to performing the services noted in Section 2 - Project Scope of this Statement of Qualifications.
3. Propose remuneration which places the firm at risk for on-time, on-budget, quality-specific performance and which contemplates the potential changes in scope in any one of the annual phases due to lack of adequate program funding. Also propose a system of incentives and disincentives to apply to construction managers, architects and contractors overseen by the TPM firm.
4. Highlight and describe the firm's program controls processes and procedures and how information (cost, budget, schedule, etc.) is tracked. Outline the firm's process with respect to implementation of web-based reporting and management reporting to the School Board.

SECTION 5: STATEMENT OF QUALIFICATION SUBMITTAL

In order to be considered for Construction Total Program Management Services for the Okaloosa County School Board firms must meet these basic requirements:

- A. Respondents must deliver, in a sealed container, one manually signed (1) original, eight (8) copies, and one exact duplicate on a pdf formatted CD, DVD, or thumb drive of a Statement of Qualification on or before 2:00 PM, local time, September 11, 2018 to the attention of:

The School Board of Okaloosa County, Florida
Bay Area Administration Complex
Purchasing Department
120 Lowery Place, S.E.
Fort Walton Beach, Florida 32548
Attn: Vince Windham, Purchasing Program Director
RFQU 19-01

Note: A mailing label is provided on page #2.

- B. Responses received after the scheduled receipt time of 2:00 P.M., local time on September 11, 2018, will not be accepted or considered.
- C. RFQU Submittal Form (page 1 of RFQU) must be signed by a duly authorized officer of the submitting firm.

SECTION 6: STATEMENT OF QUALIFICATION EVALUATION

Evaluation Committee

Prior to the receipt of proposals an evaluation committee will be established. The evaluation committee will consist of members recommended by the Superintendent of Schools with approval of the Okaloosa County School Board. The Evaluation Committee will convene, review and evaluate all proposals submitted based on the proposal evaluation criteria set forth in the RFQU. District Purchasing Department personnel will participate in an advisory capacity only.

Evaluation Process

Each proposal will be reviewed by Purchasing to determine whether it is responsive to the submission requirements outlined in the RFQU. A responsive proposal is one which has followed the requirements of the RFQU, includes all documentation, is submitted in the format outlined in the RFQU, was submitted prior to the due date and time, and has the appropriate signatures as required on each document. Failure to comply with these requirements may put your response at risk of being rejected as "non-responsive". All proposals fulfilling the basic submittal requirements shall be referred to the Evaluation Committee for review and evaluation.

The Evaluation Committee will evaluate the proposals in accordance with the evaluation criteria listed in the RFQU. The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on this project before recommendation of award. The interview and/or presentation will be based on the written proposal received. All respondents are hereby advised that the District may determine that verbal explanations, additional written information, internal staff analysis and presentations, outside consultants, and/or any other information may be requested at any time during the evaluation process in order to assist the Evaluation Committee with the performance of their duties under this solicitation. The evaluation committee may determine as a result of additional information that the impact of this information is significant and shall be accorded as such and may be incorporated into the scoring and/or ranking as a revision of the same and at the discretion of the committee.

The Evaluation Committee shall rank the proposals received which meet the submittal requirements. At the Evaluation Committee Meeting, each member will list the three (3) highest ranked firms based on the points received for each Proposer. The Proposer ranked as number one will receive three (3) points. The Proposer ranked number two will receive two (2) points. The Proposer ranked number three will receive one (1) point. The individual ranking points of each of the Evaluation Committee members will be added together to produce a final score for each Proposer. The Proposer with the highest final score will be ranked number one. In the event of a tied score between any proposers the Evaluation Committee will break the tie by majority vote. The School Board reserves the right to negotiate further terms and conditions, including price with the highest ranked Proposer. If an agreement cannot be reached with the highest ranked Proposer, the Board reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until agreement is reached.

The committee recommendation will be posted for review by interested parties, at The Okaloosa County School Board Purchasing Department (Official Posting Place), 120 Lowery Place, Fort Walton Beach, Florida, and will remain posted for a period of at least 72 hours. The recommendation is also posted to the District's Purchasing website and the Florida Purchasing Group Bid System (www.bidnetdirect.com/florida). The Superintendent will recommend to the School Board the award of any contract.

School Board's Rights and Reservations:

The School Board reserves the right to accept or reject any or all proposals.

The School Board shall be the sole judge of proposers' qualifications.

The School Board reserves the right to waive irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The School Board reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

The School Board reserves the right, prior to Board approval, to cancel the RFQU or portions thereof, without penalty.

The School Board reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the School Board; and (2) the School Board reserves the right to reject any and/or all items proposed.

The School Board reserves the right to negotiate further terms and conditions, including price with the highest ranked Proposer. If an agreement cannot be reached with the highest ranked Proposer, the Board reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until agreement is reached. The School Board reserves the right to negotiate concurrently or separately with competing Proposers.

The School Board reserves the right to award an agreement based on initial proposals without further discussion or negotiation if deemed in the best interest of the Board.

The School Board may consider in conjunction with any award hereunder, those products, services and, prices available to it through contracts from state, federal, and local government agencies or other school districts within the State of Florida. The School Board has reviewed the State of Florida purchasing agreements and state term contracts for all nonacademic commodities and contractual services to determine whether it is to the School Board's economic advantage to use the agreements and contracts.

Evaluation Criteria

In order to receive point credit for any criterion listed below, proposals must include evidence that the specific requirement can be met. This evidence may take the form of written documentation or any other form required by the RFQU. The *quality and completeness* of those submittals will be judged by the evaluation committee to determine the appropriate score to be awarded.

The Evaluation of Statements of Qualification will be based on the experience and qualifications of the respondent, including previous experience in Construction Total Program Management in Florida and elsewhere deemed relevant and germane by the evaluation committee, relative to the proposed project(s) and in accordance with the requirements of Florida Department of Education – State Requirements for Educational Facilities and the Florida Building Code.

The evaluation committee will review and evaluate the Statement of Qualification submittals on the criteria listed below:

EVALUATION CRITERIA	MAXIMUM POINTS
<p>Project Experience (Tab #3, Tab #4)</p> <p><u>Scoring Guidelines:</u> 0 = Non-Responsive. 1-9 = Poor: Does not meet expectations. 10-19 = Acceptable: Meets minimum expectations. 20-30 = Superior: Exceeds expectations.</p>	30
<p>Firm/Individual Experience and Qualifications (Tab #5, Tab #6)</p> <p><u>Scoring Guidelines:</u> 0 = Non-Responsive. 1-9 = Poor: Does not meet expectations. 10-19 = Acceptable: Meets minimum expectations. 20-30 = Superior: Exceeds expectations.</p>	30
<p>Litigation/Claims (Tab #5, Item #8)</p> <p><u>Scoring Guidelines:</u> 0 = Non-Responsive. 1-3 = Poor: Does not meet expectations. 4-7 = Acceptable: Meets minimum expectations. 8-10 = Superior: Exceeds expectations.</p>	10
<p>Financial Strength & Bonding Capability (Tab #7)</p> <p><u>Scoring Guidelines:</u> 0 = Non-Responsive. 1-3 = Poor: Does not meet expectations. 4-7 = Acceptable: Meets minimum expectations. 8-10 = Superior: Exceeds expectations.</p>	10
<p>Approach to Project (Tab #8)</p> <p><u>Scoring Guidelines:</u> 0 = Non-Responsive. 1-7 = Poor: Does not meet expectations. 8-14 = Acceptable: Meets minimum expectations. 15-20 = Superior: Exceeds expectations.</p>	20
<p>TOTAL SCORE</p>	100

SECTION 7: GENERAL TERMS AND CONDITIONS

NOTE: The following general terms and conditions (Section 6) may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all respondents are urged to review these terms and conditions in detail before submitting their proposals. These are general terms and conditions for The School Board of Okaloosa County, Florida, and can be superseded by Special Conditions and Specifications attached hereto or by Addendums.

1. **GENERAL:** Upon a RFQU award, the terms and conditions of this RFQU or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Pursuant to D.O.E. Regulation 6A1.012(6), and subject to the mutual consent of the parties, the pricing, terms and conditions of this RFQU, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
2. **RESPONDENT'S RESPONSIBILITY:** Before submitting their proposal, each Respondent is required to carefully examine the RFQU specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this RFQU. Ignorance on the part of the Respondent will in no way relieve them of any of the obligations and responsibilities which are part of this RFQU. All RFQU notices and solicitations are posted to the Florida Purchasing Group Bid System website. To access the Florida Purchasing Group Bid System go to www.bidnetdirect.com/florida. It is the Respondent's responsibility to monitor the website to view current solicitation opportunities and supporting RFQU documents such as addenda, tabulation sheets, notice of action and notice of award.
3. **RFQU OPENING AND FORM:** RFQU openings will be public on the date and time specified on the Respondent's Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and returned unopened to sender. Proposals by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the proposals only, details concerning pricing or the offering will not be announced.
4. **PUBLIC RECORDS LAW:** Pursuant to Section 119.071(1) F.S., proposals received as a result of this RFQU will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all proposal documents or other materials submitted by all Respondents in response to this RFQU will in accordance with Chapter 119, F.S., be open for inspection by any person except as may otherwise be provided by law.
5. **PUBLIC AGENCY CONTRACTS:** To the extent that Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:
 - a) Keep and maintain public records required by the School Board to perform the service.
 - b) Upon request from the School Board's custodian of public records, provide the School Board 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 in Chapter 119, F.S., or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS, ERIC MITCHELL, AT (850) 689-7184, OR ERIC.MITCHELL@OKALOOSASCHOOLS.COM, OR OKALOOSA COUNTY SCHOOL DISTRICT, 461 WEST SCHOOL AVENUE, CRESTVIEW, FL 32536.**
- f) The Contractor acknowledges that the School Board cannot and will not provide legal advice or business advice to Contractor with respect to its obligations pursuant to this section related to public records. The Contractor further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice, and that he has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Contractor acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.
6. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:** The District takes its public records responsibilities, as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent must also simultaneously provide the District with a separate redacted copy of its response. This redacted copy shall contain the District's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "redacted copy." The redacted copy shall be provided to the District at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to Respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with its response, the District is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.
7. **LAWS AND REGULATIONS:** Respondents will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Respondents agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.
8. **LICENSES AND PERMITS:** The Respondent shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the RFQU specifications. The Respondent shall save and hold harmless the District as a result of any infraction of the aforementioned.

9. **ACCESS TO RECORDS AND RECORDS RETENTION:** The Respondent agrees that the District, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Respondent, Contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.
10. **INVOICING:** The successful Respondent will be required to submit invoices that reference valid purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to The School Board of Okaloosa County, c/o Accounts Payable, 120 Lowery Place S.E., Fort Walton Beach, Florida 32548. A separate invoice must be received for each purchase order number. It is the sole responsibility of the Vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this RFQU shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders.
11. **PAYMENT:** The School Board will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the Vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and correspondence.
12. **ASSIGNMENTS:** Any contract or purchase order issued pursuant to this RFQU, and any monies which may become due there under, are not assignable except with the written consent of The School Board or its agent. Any requests for assignment must be directed to the District's Purchasing Director in writing, stating the reason for the request and any other particulars germane to the proposition.
13. **CONFLICT OF INTEREST:** Any award under this RFQU is subject to the provisions of Chapter 112, F.S. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all Respondents must disclose the name of any School Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.
14. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Pursuant to the provisions of Section 287.133(2)(a) F.S., "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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S. for Category 2 for a period of 36 months from the date of being placed on the convicted vendor list".
15. **SCRUTINIZED COMPANY LIST PURSUANT TO SECTIONS 287.135, 215.473, AND 215.4725, F.S.:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the District will not contract for

the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The District shall provide notice, in writing, to the Contractor of the District's determination concerning the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the District's determination of false certification was made in error then the District shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

16. **PREFERENCE FOR A DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a proposal received from a business that certifies that it has implemented a Drug-Free Workplace Program in accordance with Section 287.087 F.S. In order to receive preference, a signed certification of compliance must be submitted with the RFQU response.
17. **NOTICE TO CONTRACTOR:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 247A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.
18. **INSURANCE AND INDEMNIFICATION:** Contractor shall protect, defend, indemnify and hold the School Board, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to any awarded contract or Contractor's officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death, or damage is caused by the sole negligence of the School Board. The School Board shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School Board. The provisions of this section shall survive the expiration or earlier termination of any awarded contract. The Contractor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board, and will, at the request of the School Board, supply certificates evidencing such coverage and listing the School Board as "Additional Insured" on said policies.
19. **LEVEL 2 SCREENING REQUIREMENTS:** The following provisions which implement the requirements of Sections 1012.465, 1012.467 and 1012.468 F.S. shall be added as additional terms and conditions of any awarded contract. In accordance with Section 1012.465 F.S., all contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present; who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32 F.S., unless otherwise exempted from such requirements by Sections 1012.467 or 1012.468 F.S. A level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized School District agent trained to take fingerprints. The Contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Contractor and its employees. Any personnel of the Contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, F.S. (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or School sponsored activities when students are present, or to have access to School District funds. It is the responsibility of the Contractor to assure compliance

with this requirement. Contractor agrees that in the event the Contractor or any employee is convicted of or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04 F.S., the Contractor will notify the School Board within 48 hours of such. The parties agree that the Contractor's failure to perform any of the duties described in this addendum will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this addendum or Sections 1012.32, 1012.465, 1012.467 and 1012.468 F.S. All contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting office for clearance onto school property. An orange badge signifies that a vendor has a Level 2 clearance with **full access** to school property and is valid for five (5) years. A burgundy badge signifies that a vendor has **limited access** to school property and is valid for one (1) year. Contact the Okaloosa County School District Fingerprinting Office at (850) 833-5812 for additional information on screening and clearance procedures.

20. CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY: Contractor and Contractor's employees shall sign in at the office of the Principal at each school upon arrival and check out upon departure. Contractor and Contractor's employees shall abide by School Board Policies 6-25,"Drug Free Workplace Act of 1988", 11-20 "Tobacco-Free School District", and 6-11 "School Board Dress Code".

21. TERMINATION OF CONTRACT:

A. For Convenience:

The School Board, by written notice to the Contractor, may terminate the Contract in whole or in part when the School Board determines in its sole discretion that it is in the School Board's interest to do so. The District will notify the Contractor of the intent to terminate, in writing, at least thirty (30) days prior to the effective date of termination, and the contract will officially terminate at the end of the thirty (30) day grace period. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

B. For Cause:

The School Board shall have the right at any time and at all times to terminate the awarded Contract for cause, and it is agreed that the violation, by the awarded Vendor, of any covenant or provision contained in the Contract, or the failure or refusal of the awarded Vendor to abide by or carry out any covenants or provision of the Contract, shall be and constitute sufficient cause for which the School Board may terminate the Contract. In the event the School Board shall elect to terminate the Contract for cause, the School Board shall notify the awarded Vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to the School Board of Okaloosa County for immediate cancellation and removal from the District's bid list for duration of one (1) year, at the option of School Board officials. Upon cancellation, payment will be made to the awarded Vendor for services that have been satisfactorily rendered, as determined by the School Board, prior to the effective date of termination. The awarded Vendor shall have no further rights, and the School Board shall have no further obligation to the Vendor, pursuant to this Contract subsequent to the date that the Contract is terminated for cause as aforesaid by the School Board. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law.

C. For Non-Appropriation:

The School Board's performance and obligation to pay under this contract is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this contract. The School Board shall be the final authority as to what constitutes an

annual appropriation and the availability of funds necessary to continue funding this contract. If such funds are not appropriated or available for this contract and this contract is terminated, such action will not constitute a default by the School Board. Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the School Board shall remain obligated to pay for all purchase orders for products or services fulfilled by contractor prior to the termination notice.

22. **FAILURE OF PERFORMANCE / DELIVERY:** In case of default by the Contractor after award of RFQU, the District after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the Contractor responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the Contractor from the District's bid list for the period of one (1) year, at the option of District officials.
23. **RFQU RESULTS:** RFQU tabulations with recommended awards will be posted for review by interested parties in the Purchasing Office located at 120 Lowery Place SE, Ft Walton Beach, Florida 32548 and will remain posted for a minimum of 72 hours preceding the Board meeting at which official action will be taken. RFQU tabulations with recommended awards are also posted to the District's Purchasing website at www.okaloosa.k12.fl.us/finance/PurchasingBids.aspx and the Florida Purchasing Group website at www.bidnetdirect.com/florida. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PROTESTS:** All Respondents are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of the Board policy is posted in the District's Purchasing Department for review. Copies may also be obtained upon request. Failure to adhere to Board Policy 2-17(A)(13)(a), or failure to file a protest within the time prescribed in Section 120.57(3) F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
25. **PROPOSAL PREPERATION COSTS:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFQU.
26. **TERMS OF AGREEMENT:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

SECTION 8: SPECIAL CONDITIONS - INSURANCE REQUIREMENTS

1. CONTRACTOR'S INSURANCE

- A. The Contractor shall not commence any work in connection with this agreement until all required insurance has been obtained and such insurance has been approved by the School District of Okaloosa County, Risk Management Office nor shall the Contractor allow any subcontractor (approved by Risk Management) to commence work on this subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A-VI, Class X, in the Best's Key Rating Guide published by A.M. Best & Co., Inc.
- C. The insurance definition of Insured or Additional Insured shall include subcontractor, sub-contractor, and any associated or subsidiary companies of the Contractor which are involved and which are a part of the contract.
- D. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project, must be named in the Workers' Compensation coverage.
- E. All policies shall be written so that the School District of Okaloosa County will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the Risk Management Department.
- F. All insurance contracts should list Okaloosa County School District as an Additional Insured. The Contractor shall provide the Risk Management Department with current Certificates of Insurance for all policies.

2. WORKERS' COMPENSATION INSURANCE

- A. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed at the site of the project. The Contractor shall require all subcontractors similarly to provide Workers' Compensation insurance for all employees employed at the site of the project and such evidence of insurance shall be furnished the School District of Okaloosa County not less than ten (10) days prior to the commencement of any and all sub contractual agreements which have been approved by the Risk Management Department.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. Coverage shall include a waiver of subrogation clause in favor of School District of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

3. BUSINESS AUTOMOBILE AND PUBLIC LIABILITY INSURANCE

- A. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include bodily injury and property damage for owned, non-owned, leased or hired motor vehicle coverage.
- B. The Contractor shall carry other commercial general liability insurance against all other bodily injury, property damage and personal and advertising injury exposures. The coverage shall include both

on- and off-premises operations, contractual liability, Broad form property damage. General liability policy shall not exclude care custody or control of the building and generator.

- C. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the Contractor shall notify the School District representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this agreement.
- D. Commercial General liability coverage shall be endorsed to include following:
1. On and Off premises – Operation liability
 2. Occurrence Bodily Injury and Property Damage Liability
 3. Independent Contractors Liability
 4. Blanket Broad Form Contractual Liability, including the indemnification set out in the General Conditions and all other contracts relative to the project.
 5. Personal Injury Liability Insurance
 6. Broad Form Property Damage Liability Insurance (including completed Operations)

4. LIMITS OF LIABILITY

The insurance required shall be written for not less than the following or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
a. State	Statutory
b. Employer's Liability	\$1 million each accident
2. Comprehensive Automotive Liability Insurance	\$1 million each occurrence (A combined single limit)
3. General Liability	\$ 1 million each occurrence (School District as Additional Insured)
4. Personal and Advertising Injury	\$250,000

5. NOTICE OF CLAIMS OR LITIGATION:

The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor's knowledge, the County representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

6. INDEMNIFICATION AND HOLD HARMLESS:

Contractor shall protect, defend, indemnify and hold the School District of Okaloosa County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this contract or Contractor's officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the School District. The School District shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School District. The provisions of this section shall survive the expiration or earlier termination of this contract.

The School District agrees to pay the Contractor the sum of Ten Dollars (\$10.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of Florida Statutes, Section 725.06. Furthermore, the Contractor acknowledges that the quote price includes said consideration for the indemnification provision.

PROPOSER'S COMPANY NAME

AUTHORIZED SIGNATURE (MANUAL)

PHYSICAL ADDRESS

AUTHORIZED SIGNATURE (TYPED)

MAILING ADDRESS

TITLE

PHONE NUMBER

FAX NUMBER

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

SPONSOR AGREEMENT NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes. I further affirm that:

1. This Company does not appear on the Scrutinized Companies that Boycott Israel List. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

Vendor / Company Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your response, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your RFQU packet. We suggest that you include this completed checklist along with your response.

Items checked **Required** must be submitted at the time you submit your response or your response may be declared non-responsive. Items checked **Requested** should be submitted at the time you submit your response to facilitate the evaluation process, but will not be cause for declaring your response non-responsive.

Verified	Required	Requested	Description of Submittal	Page No.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Completed and signed RFQU Submittal Form	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Requested information per Section 4 – Statement of Qualification Format (Tab 1 – Tab 8)	10-13
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Insurance Certificate meeting the required limits and listing Okaloosa County School District as an additional insured	See 23-25
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Indemnification & Hold Harmless form	25
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification	26
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Certification Regarding Debarment	27
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Completed and signed Certification Regarding Scrutinized Company List	28