PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a "sealed" parcel or electronically through Polk County's secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled "RFP #25-544, Construction Manager at Risk Continuing Services" and marked with the proposer's name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	25-544
RFP Title	Construction Manager at Risk Continuing Services
Due Date/Time:	August 13, 2025, prior to 2:00 pm
Submitted by:	Marcobay Construction
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 25-544 Tab 1"

"RFP 25-544 Tab 2"

MARCOBAY CONSTRUCTION

respectfully submits our qualifications in response to

Polk County Board of County Commissioners

RFP #25-544

Construction Manager at Risk Continuing Services

EXECUTIVE SUMMARY

We are Marcobay Construction, Inc.

As a Polk County–born builder with **50+ years** of continuous operations, we've partnered with public and private owners across Florida and the Southeast to deliver spaces that perform—on time, within budget, and without surprises. Our approach is simple: align early, communicate constantly, manage risk proactively, and finish strong. **It's why more than 85% of our annual work comes from repeat clients.**

FIRM & CONTACT

Proposer: Marcobay Construction, Inc.
Primary Contact: Jimmy Vessels, President
Address: 3700 DMG Dr, Lakeland, FL 33811
Phone: (863) 680-2293
Email: jvessels@marcobay.com

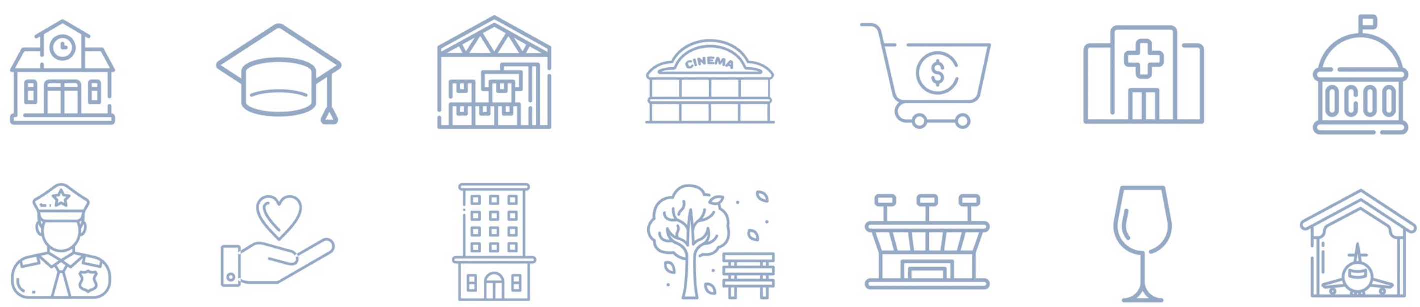
WHO WE ARE

Years in Business: 51 (est. 1974)
Full-Time Employees: 16
Bonding Capacity: Single $50M / Aggregate $100M

SERVICES PROVIDED

- General Contracting
- Pre-construction Services
- Construction Management
- Design-Build
- Construction Management at-Risk
- Fast-Track Delivery
- Tilt-Up Construction

MARKET SECTORS WE SERVE



EXECUTIVE SUMMARY

LICENSING & DOCUMENTATION

Marcobay Construction, Inc., is properly incorporated in Florida and is a Florida Certified Building Contractor and General Contractor, active and in good standing.

Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VESSELS, JIMMY LEE
MARCOBAY CONSTRUCTION INC
3700 DMG DRIVE
LAKELAND FL 33811

LICENSE NUMBER: CBC047744
EXPIRATION DATE: AUGUST 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/02/2024
Do not alter this document in any form.
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BUSING, BRIAN LEE
MARCOBAY CONSTRUCTION, INC.
4025 S PIPKIN ROAD
LAKELAND FL 33811

LICENSE NUMBER: CGC1532521
EXPIRATION DATE: AUGUST 31, 2026
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ISSUED: 07/16/2024
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SLIGH, ANTHONY DAVID
MARCOBAY CONSTRUCTION, INC
3700 DMG DR
LAKELAND FL 33811

LICENSE NUMBER: CGC1532260
EXPIRATION DATE: AUGUST 31, 2026
Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/29/2024
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Since 1974, Marcobay Construction has delivered hundreds of Polk County Projects**--built by locals, for locals--** on time, on budget, and built to last.

DRUG-FREE WORKPLACE

Marcobay Construction, Inc., is a Drug-Free workplace and requires all employees to take a drug test pre-employment.

EXECUTIVE SUMMARY

LICENSING & DOCUMENTATION (CONTINUED)

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Feb 14, 2025
Secretary of State
9393362784CC

DOCUMENT# 447272

Entity Name: MARCOBAY CONSTRUCTION, INC.

Current Principal Place of Business:

3700 DMG DRIVE
LAKELAND, FL 33811

Current Mailing Address:

3700 DMG DRIVE
LAKELAND, FL 33811 US

FEI Number: 59-1509590

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CAMPBELL, TIMOTHY F ESQ.
500 SOUTH FLORIDA AVENUE, SUITE 800
LAKELAND, FL 33801 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: TIMOTHY F. CAMPBELL 02/14/2025

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	VESSELS, JIMMY
Address	3700 DMG DRIVE
City-State-Zip:	LAKELAND FL 33811

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 29199 **CLASS:** B+ **EXPIRES:** **09/30/2026**

OWNER NAME	LOCATION
JIMMY L VESSELS	3700 DMG DR LAKELAND

BUSINESS NAME AND MAILING ADDRESS

MARCOBAY CONSTRUCTION
MARCOBAY CONSTRUCTION
3700 DMG DR
LAKELAND, FL 33811

CODE	ACTIVITY TYPE
230150	CONTRACTOR GENERAL

PROFESSIONAL LICENSE (IF APPLICABLE)
DBPR CBC047744

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID - 3432582 07/23/2025 HSP TP 57.75 MARCOBAY CONSTRUCTION

LITIGATION & DISPUTES

Marcobay has not been terminated for cause and has not defaulted on a contract. We have no material litigation affecting performance or bonding; any routine industry matters over the past decade were resolved without impact. Documentation is available upon request.

CONSTRUCTION MANAGEMENT AT-RISK

Early CMAR, Better Outcomes.

Our job as your partner is to turn evolving design into a cost-certain, buildable plan. From day one we run open-book pricing, schedule modeling, logistics, and constructibility-- so each milestone produces clear decisions, not surprises.

PRE-CONSTRUCTION SERVICES & CM RESPONSIBILITIES

We approach every stage of pre-construction with the same discipline we bring to the field. Our progressive estimates and value engineering keep the design on budget so that by Design Development the project is within budget, and the final CDs are biddable and buildable.

Schematic Design (~30% CDs)

Goal: Target set & options defined

Responsibilities & Deliverables

- Cost model by major systems with current market input and recent buys
- Scenario pricing for big drivers (structure, envelope, MEP baselines)
- Allowances & alternates documented to protect intent while we refine scope
- Initial logistics & phasing concept and preliminary schedule
- Risk & opportunity log opened (permit durations, utilities, site constraints)
- Deliverables to Owner/A/E: SD estimate with confidence range, VE/Options list, Long-Lead watch-list, preliminary schedule (Level-1 CPM), Constructibility Log

Design Development (~50-60% CDs)

Goal: Cost certainty increases, lead times are protected

Responsibilities & Deliverables

- Detailed quantity survey and vendor quotes for long-lead items (switchgear, AHUs/RTUs, roofing, specialty doors/frames)
- Target Value VE workships - each idea shows cost delta, schedule/O&M impact, and a decision deadline
- More defined schedule (Level-2 CPM) with procurement paths, submittal/approval durations, and early-release packages identified
- Permitting matrix with authority having jurisdiction, submittals, fees, and review times; comment-clearing cadence set with A/E
- Bid-package plan drafted and qualified bidder list built (local/W/MBE outreach included)
- Deliveratbles: DD estimate and reconciliation, Accepted/Deferred VE log, Long-Lead & Early-Release plan, Level-2 CPM, Permitting matrix, Constructibility Log v2

Construction Documents (100% CDs)

Goal: Bid-ready & field-ready

Responsibilities & Deliverables

- Scope clarifications tightened; “in/out” lists finalized for each trade package
- General Conditions mapped directly to the baseline schedule (staffing, logistics, temp utilities, protections)
- Market soundings completed; alternates finalized; allowances reduced to actual scope.
- ODP candidates confirmed with projected tax savings and release timing
- Full reconciliation of cost model to drawings/specs; Basis of Estimate memorialized
- Deliverables: CD estimate, Bid-package book & qualified bidder list, Baseline CPM, GC cost summary, ODP plan, Constructibility Log v3 (closed items highlighted), and the Basis of GMP ready for open-book compilation.

Throughout, the A/E retains full design authority and code compliance; our design-assist input is advisory and implemented only through A/E issued documents.

COMPETITIVE BIDDING

Our subcontractor strategy is transparent and competitive from start to finish. We **prequalify** firms based on relationship/history, financial strength, capacity, safety performance (EMR/TRIR), relevant Polk County experience, and references. We drive **local/W/MBE participation** with public notices and targeted invitations to Polk-area firms. Bid packages are issued with clear CSI scopes and explicit "in/out" lists to eliminate gaps and overlaps. On bid day, we conduct apples-to-apples leveling, hold scope review meetings, and secure written confirmations of inclusions. Awards are made as a team and based on best value—a balance of price, scope completeness, team capacity, and schedule commitment.

COST OF WORK OUTSIDE OF GMP

Consistent with County standards, we separate and show CM Fee, bonds/insurance, permits and impact/utility fees, third-party testing/specialty inspections (when CM- or Owner-held), temporary utilities, site services, and consumables on an open-book basis. We maintain a dedicated log and reconcile monthly. We do not charge fee on items the Contract excludes per section 6.1.3.3.

CM FEE NEGOTIATIONS

We propose a fixed percentage applied only to the Cost of the Work and shown as a separate line in the GMP. We do not charge fee on items the County excludes. For a continuing-services contract, we'll agree to a fee band that scales with project size, duration, and risk, and lock it in at each task order's GMP.

GENERAL CONDITIONS COST SUMMARY

We build General Conditions **from the schedule up:** a time-phased, open-book line-item plan tied to the CPM baseline. It covers only what's needed to run the site, (**right-sized staffing**, trailers/IT, temp utilities & protections, site services, safety/QA), and is reconciled at milestones, then **audited monthly** (actuals vs. budget). If scope or schedule change, we adjust up or down using the same unit bases. Under-runs return to the Owner per the Agreement.

GMP COMPILATION

We submit executed bid tabs/leveling sheets, final GC budget & staffing plan, contingencies (with allowed uses), allowances, alternates, and unit prices—plus a clear **Basis of GMP** and **Schedule of Values**. Accepted VE is embedded in the A/E documents and reflected in the GMP. **Buyout savings/unused allowances and CM contingency** are returned to the Owner per the Agreement. *(Fee adjustments follow the contract's "nominal overage" provision.)*

OWNER DIRECT PURCHASE (ODP) + SALES TAX SAVINGS

We maximize sales-tax savings while protecting schedule and warranties: identify ODP-eligible materials/equipment; the County issues tax-exempt POs; Marcobay coordinates submittals, release, shipping, receiving, and storage; **title transfers to the Owner** and **installer warranties are preserved** via subcontract language; deductive credits flow through the Schedule of Values. We maintain an **ODP Log** (PO, vendor, value, ship/need-by, savings) reviewed at OAC meetings.

Typical outcome: meaningful savings (often 1–2%+ on eligible scopes) realized without added burden to County staff.

QUALITY PLAN

plan > build > verify.

At Notice to Proceed, we issue a project-specific Quality Plan that sets standards, assigns responsibilities, and builds verification checkpoints directly into the schedule. Before production starts, we complete first-work mock-ups to lock in measurable benchmarks for the envelope, fire stopping, drywall/paint, flooring, and sealants—so the whole team agrees on exactly what "right" looks like. We establish inspection hold points for waterproofing, above-ceiling work, and all life-safety systems, ensuring nothing is covered until it passes. Third-party testing and special inspections are proactively scheduled, coordinated, and tracked through final sign-off. Our superintendent submits daily QC reports, and any nonconformance is corrected immediately so follow-on trades never build on unresolved work. The result: fewer reworks, a cleaner punch list, and a faster, smoother turnover.

CONTRACT COMPLIANCE

We build from the current set of drawings and specifications maintained on Procore, and we hold every trade accountable to its contracted scope. Any change to the work is processed only through a written Change Order in accordance with Article 7—complete with itemized cost and time, unit prices where stipulated, and prompt notice if differing site conditions are discovered. Final payment is released only after full contract compliance is documented.

PERFORMANCE COMMITMENTS

- GMP submitted on time with fully leveled buyout
- No unresolved AHJ comments at permit
- Documented ODP savings credited to the County
- Zero tolerance for life-safety deficiencies
- Substantial Completion per baseline, clean punch, and trained end-users on Day One

CONSTRUCTION APPROACH

From Day One to Day Done.

We hit the ground prepared to keep the job safe, organized and moving-- every single day.

As CM-at-Risk, we bring the field to pre-con and the schedule to every decision, turning the A/E's design into a budget-aligned, buildable plan and a predictable GMP. We mobilize with a clear logistics map, own the CPM baseline and 3-week look-aheads, and run open-book controls so you always know cost, risk, and next steps. Safety is non-negotiable, quality is planned (not inspected in), and AHJ coordination is baked into the path to permit. We lean on local Polk County trades for speed and accountability, protect time with early long-lead purchasing and ODP savings, and start commissioning on day one so turnover is clean. The result: fewer surprises, a cleaner punch, and a facility that's ready to work the day you get the keys.

MOBILIZATION PLAN

Before a shovel turns, we finalize a site-specific Logistics & Mobilization Plan—fencing and access, laydown and crane paths, pedestrian protection, SWPPP/erosion control, and temporary utilities—so the site is safe, orderly, and ready for efficient production. Since most projects are built next to active facilities, our plan also covers noise, dust, vibration, and after-hours work to keep your operations whole.

TRADE COORDINATION

Build it in the office before we build it in the field. We lead trade coordination and (where applicable) BIM/clash detection to lock in penetrations, supports, and clearances before fabrication. Above-ceiling and envelope hold points prevent cover-up until work passes inspection. This is how we avoid rework and protect the finish schedule.

OAC MEETINGS

Weekly OAC meetings (and concise dashboards) keep the County, A/E, and CM in lockstep: CPM update, procurement log, RFI/submittal status, change log, ODP log, contingency, safety, QA/QC, and decisions needed. In the field, we use Procore to manage our projects, so RFIs, submittals, photos, and punch are real-time and everyone builds from the current set.

SAFETY

Safety is non-negotiable. A site-specific safety plan, subcontractor orientations, JSAs, daily huddles, and documented inspections drive a zero-incident culture. We plan for Florida realities, (heat, storms, lightning), with hydration/cooling protocols and a Severe Weather Plan that protects people, materials, and schedule.

COMMISSIONING & CLOSEOUT

Commissioning and closeout start on day one. We publish a commissioning roadmap early—pre-functional checklists, factory start-ups, TAB/controls integration, and training—so systems are turned over proven, documented, and operator-ready. We punch by area as we go, not at the end, which yields a clean punch and faster occupancy.

PAYMENTS & RETAINAGE

We will submit monthly Applications for Payment with required backup and a Schedule of Values based on the GMP. Retainage will follow County terms (generally 10%, with reduction at 50% completion in accordance with Florida Statute §255.078 and the Agreement).

DATE OF COMPLETION
February 22, 2016

ADDRESS
905 Lake Myrtle Park Drive,
Auburndale, FL

GMP AMOUNT
$5,617,298

SIZE
Buildings: 16,000 SF
Fields: 35 acres

CLIENT
The City of Auburndale

PROJECT OWNER
Cody McGhee,
Director of Parks & Recreation
(p) 863.965.5545

CHANGE ORDERS
Total: $10,722

RELEVANCES
- CMAR
- Public Entity
- Polk County
- Assigned Team

LAKE MYRTLE LITTLE LEAGUE COMPLEX

City of Auburndale

SCOPE OF WORK

Marcobay Construction completed the 35-acre expansion of the Lake Myrtle Little League Complex, transforming the venue into a multi-field tournament hub. The project added new natural-turf baseball fields arranged in pods for simultaneous play, each built with engineered sub-grades, under-drainage, properly graded infields, warning tracks, and safety netting. Team facilities include shaded dugouts, bullpens, batting cages, and foul-line accessories sized for high-cycle tournament use.

To support the fields and fans, Marcobay delivered a full suite of site and building improvements: mass grading and storm-water ponds; domestic water, fire, sanitary, electrical, and communications extensions; a smart, zoned irrigation system; sports-lighting infrastructure and controls; shaded bleachers with ADA routes to every field; and a new restroom/concession building with storage. The expansion also added parking and access drives, bus/coach drop-off, pedestrian safety features, ticketing gates, and branded scoreboards and way-finding.

Sequenced construction allowed ongoing league play elsewhere in the complex while work progressed, and first-work mockups for backstops, dugouts, and infield sections set the quality standard from day one. The result is a tournament-ready complex that increases capacity, improves player and spectator experience, and brings more families, and economic activity, to Polk County.

DATE OF COMPLETION
December 14, 2021

ADDRESS
1000 Dunson Rd,
Davenport, FL, 33896

GMP AMOUNT
$3,211,338

SIZE
21,414 SF

CLIENT
Ridgeview Global Studies Academy - Polk County School Board

PROJECT OWNER
Ralph Frier, Executive Director
(p) 863.419.3199

CHANGE ORDERS
22 Change Orders due to Client Requests and Out of Scope Work
Total: $146,592

RELEVANCIES
- CMAR
- Public Entity
- Polk County

HIGH SCHOOL BUILDING ADDITION

Client: Ridgeview Global Studies Academy - Polk County School Board

SCOPE OF WORK

Marcobay Construction provided construction manager at-risk services for a new 21,414 square-foot, two-story addition at Ridgeview Global Studies Academy, a public charter school operated by the Polk County School Board in Davenport, Florida. The new facility was constructed to house Ridgeview's growing high school population, and included the full interior build-out of 11 classrooms, a science lab, a multipurpose/student dining room, an administrative office, a conference room, a workout room, and a covered outdoor patio. Our scope also included all associated site work.

DATE OF COMPLETION
September 1, 2018

ADDRESS
1000 Dunson Rd,
Davenport, FL, 33896

GMP AMOUNT
$8,765,706

SIZE
63,797 SF

CLIENT
Ridgeview Global Studies Academy - Polk County School Board

PROJECT OWNER
Ralph Frier, Executive Director
(p) 863.419.3199

CHANGE ORDERS
11 Change Orders due to Client Requests
Total: $457,706

RELEVANCES
- CMAR
- Public Entity
- Polk County

NEW MIDDLE SCHOOL CAMPUS

Client: Ridgeview Global Studies Academy - Polk County School Board

SCOPE OF WORK

Marcobay Construction completed the new middle school campus expansion for Ridgeview Global Studies Academy in Davenport, Florida, supporting grades 6 through 8. The project included the construction of five new buildings--four single-story and one gymnasium--for a total of approximately 56,000 square feet of new educational space.

The buildings were thoughtfully designed and constructed to support core curriculum and enrichment activities, and included:

- Twenty-one (21) classrooms, (seven per grade level), including science demonstration classrooms
- A culinary arts lab and an additional elective classroom
- A full administrative suite
- A dedicated band room
- A multi-purpose/student dining facility with a full-service kitchen
- A gymnasium with a regulation-size basketball court, telescoping bleachers, and boys' and girls' locker rooms

Marcobay's scope of work also included full site clearing and development, along with off-site road improvements to support increased traffic flow and accessibility.

DATE OF COMPLETION
October 19, 2017

ADDRESS
715 N Lake Street,
Lakeland, FL 33801

GMP AMOUNT
$3,582,875 final
$3,937,875 original

SIZE
28,600 SF

CLIENT
Peace River Center

CLIENT CONTACT
David Blackwelder, Project Manager
(p) 863.519.0575

CHANGE ORDERS
Total: Credit ($355,295)

RELEVANCIES
- Polk County Project
- Assigned Team
- Multiple Contracts

LAKELAND CRISIS STABILIZATION UNIT

Client: Peace River Center

SCOPE OF WORK

Marcobay provided construction management services for Peace River Center's new Lakeland Crisis Stabilization Unit, a vital addition to Polk County's behavioral health infrastructure designed to provide immediate, intensive care for individuals in crisis. The project comprised a 14,000-square-foot secure behavioral health emergency facility housing a 20-bed inpatient stabilization unit, a 24-hour observation area, outpatient crisis intervention spaces, and a walk-in assessment and triage center—built to operate 24/7/365 for psychiatric evaluations, short-term stabilization, medication management, group therapy, discharge planning, and family education. Marcobay also completed the renovation of an adjacent 14,600-square-foot facility to support treatment, education, and long-term case management for adults and children with severe and persistent mental illness. By expanding local capacity, the project enables Peace River Center to serve an additional 2,000 patients annually, reduce out-of-county transfers, and relieve pressure on local hospitals' emergency departments.

OTHER PROJECTS FOR PEACE RIVER CENTER

Peace River Gateway - ADA Ramp - 2015 - $17,894

Peace River Center Baker Act Entry Canopy - 2016 - $28,775

DATE OF COMPLETION
May 27, 2025

ADDRESS
2425 William Booth Way,
Lakeland, FL 33810

GMP AMOUNT
$8,506,347

SIZE
38,000 SF

PROJECT DURATION
365 days

CLIENT
The Salvation Army, Inc.

CLIENT CONTACT
Matt Hedgren, Captain
(p) 863.853.2214

CHANGE ORDERS
Added Scope per Owner
Total: $246,345

RELEVANCIES
- GMP
- Polk County
- Assigned Team

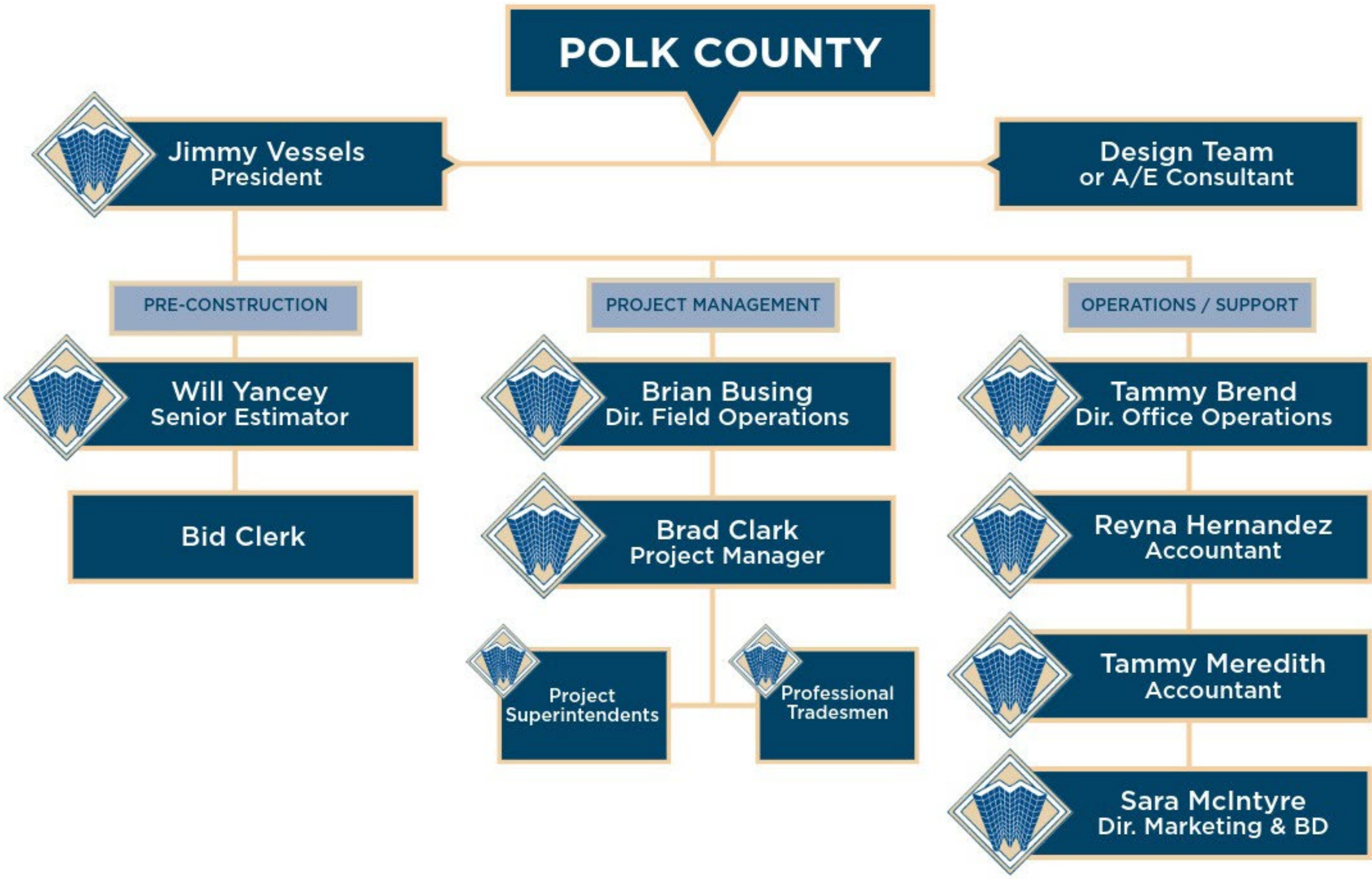
WORSHIP & COMMUNITY CENTER

Client: The Salvation Army - George Jenkins Community of Hope

SCOPE OF WORK

Marcobay Construction provided construction management services for the new construction of the Salvation Army Worship and Community Center at the George W. Jenkins Community of Hope in Lakeland, Florida—a 38,000-SF, one-story concrete tilt-wall facility that broke ground in May 2024 and reached completion in May 2025. The project expands The Salvation Army's capacity to serve local families facing housing insecurity and consolidates worship, childcare, education, and community engagement in a single hub, including a welcoming lobby, worship center, administrative offices, and multiple meeting rooms for prayer and music. A significant portion of the building is dedicated to children's and youth programming with age-appropriate classrooms (toddlers, elementary, and older youth) and enrichment rooms for art, games, general gathering, and technology. A full-size commercial kitchen with storage supports daily programming and community meal service. To further serve residents in the transitional housing units, the facility also provides men's and women's locker rooms, large multipurpose flex spaces, and an 8,265-SF gymnasium designed for recreation, fitness, and events.

ORGANIZATIONAL STRUCTURE



JIMMY VESSELS

President

Jimmy Vessels brings more than 41 years of construction management experience, including **over three decades at Marcobay Construction**. As President, he leads the execution of projects ranging from new school campuses to large-scale industrial builds. **Jimmy has extensive experience managing all aspects of CMAR construction**, including new builds, phased renovations, and occupied work. His leadership ensures projects meet scheduling milestones, adheres to budget goals, and exceed district expectations for quality and safety.

CREDENTIALS

Certified Building Contractor
State of Florida
CBC047744

OSHA Safety (30-Hour)

YEARS OF EXPERIENCE

41 years in Construction

YEARS AT MARCOBAY

35 Years at Marcobay

OFFICE LOCATION

Lakeland, FL

REFERENCES

Brandon Clark, President
The Ruthvens
(p) 863.450.9540
(e) brandon.clark@ruthvens.com

Wesley Beck, President
Aspyre Properties
(p) 863.686.9000
(e) wesley@wesleybeck.com

RELEVANT EXPERIENCE

Lake Myrtle Little League Complex Expansion
$5.6M | 35 acres | ROLE: Project Manager

Peace River Center - Lakeland Crisis Stabilization Unit
$3.5M | 29K SF | ROLE: Project Manager

Ridgeview Global Middle School Expansion
$3.2M | 21K SF | ROLE: Project Manager

Catapult 3.0 Conference Room Ceiling
$34K | SF | ROLE: Project Manager

Catapult 3.0 New Office Building
$6.5M | 40K SF | ROLE: Project Manager

Ridgeview Global Middle School Expansion
$8.3M | 64K SF | ROLE: Project Manager

Lakeland Christian School Athletic Complex
$1.9M | 22K SF | ROLE: Project Manager

Horizon Elementary - New Campus
$18M | 105K SF | ROLE: Project Manager

Winter Haven High School - Renovations
$2.2M | 19K SF | ROLE: Project Manager

Combee Elementary - New Classroom Addition
$4.2M | 29K SF | ROLE: Project Manager

Sleepy Hill Elementary - New Campus
$17M | 105K SF | ROLE: Project Manager

Okeechobee Achievement Academy
$5.8M | ROLE: Project Manager

WILL YANCEY

Senior Estimator

Since joining Marcobay in 2007, Will Yancey has served as a key contributor in the company's pre-construction and estimating efforts. **With over 18 years of experience, he currently leads the estimating department as Senior Estimator**, bringing a deep expertise in cost analysis, bid strategy, and scope development across a broad range of market sectors.

Will provides detailed, accurate cost projections from conceptual budgeting through GMP delivery. He is known for his ability to collaborate with design teams, owners, and subcontractors alike to identify cost-saving opportunities without compromising project intent.

EDUCATION

Southeastern University
Pastoral Studies

CREDENTIALS

OSHA Safety (30-Hour)

YEARS OF EXPERIENCE

24 years in Construction

YEARS AT MARCOBAY

18 Years at Marcobay

OFFICE LOCATION

Lakeland, FL

REFERENCES

Steve Scruggs, President
Lakeland EDC
(p) 863.687.3788
(e) sscruggs@lakelandedc.com

Brandon Clark, President
The Ruthvens
(p) 863.450.9540
(e) brandon.clark@ruthvens.com

RELEVANT EXPERIENCE

Ridgeview Global Middle School Expansion
$3.2M | 21K SF | ROLE: Estimator

Lake Myrtle Little League Complex Expansion
$5.6M | 35 acres | ROLE: Estimator

Catapult 3.0 Conference Room Ceiling
$34K | SF | ROLE: Estimator

Catapult 3.0 New Office Building
$6.5M | 40K SF | ROLE: Estimator

Ridgeview Global Middle School Expansion
$8.3M | 64K SF | ROLE: Senior Estimator

Lakeland Christian School Athletic Complex
$1.9M | 22K SF | ROLE: Estimator

Horizon Elementary - New Campus
$18M | 105K SF | ROLE: Estimator

Winter Haven High School - Renovations
$2.2M | 19K SF | ROLE: Estimator

Combee Elementary - New Classroom Addition
$4.2M | 29K SF | ROLE: Estimator

Sleepy Hill Elementary - New Campus
$17M | 105K SF | ROLE: Estimator

Okeechobee Achievement Academy
$5.8M | ROLE: Estimator

BRIAN BUSING

Director of Field Operations

Providing leadership and oversight across all active job sites, Brian ensures project execution aligns with safety standards, schedule demands, and quality expectations. As Director of Field Operations, not only does Brian support field teams, he also collaborates with Marcobay's executive and pre-construction teams to inform constructibility reviews and manpower planning.

Brian's field-first mindset, combined with his calm and practical approach to problem solving, ensures that each team is equipped for success from the ground up.

EDUCATION

Florida Southern College
Criminology

CREDENTIALS

Certified General Contractor
State of Florida
CGC1532521

OSHA Safety

YEARS OF EXPERIENCE

14 years in Construction

YEARS AT MARCOBAY

8 Years at Marcobay

REFERENCES

Ralph Frier, Executive Director
Ridgeview Global Studies Academy
(p) 863.419.3199
(e) ralph.frier@rgsa.com

Matt Hedgren, Captain
The Salvation Army
(p) 863.853.2214
(e) matt.hedgren@uss.salvationarmy.org

RELEVANT EXPERIENCE

Ridgeview Global Classroom Addition
$3.2M | 21K SF | ROLE: Superintendent

Salvation Army Worship & Community Center
$8M | 38K SF | ROLE: Director of Field Operations

JDA Memorial - JAGG Electric Tenant Improvements
$1.3M | 173K SF | ROLE: Director of Field Operations

Lakeland Central Park - New Shell Warehouse - BLD 200
$1.3M | 705K SF | ROLE: Superintendent

Lakeland Central Park - New Shell Warehouse - BLD 300
$1.3M | 261K SF | ROLE: Director of Field Operations

Lakeland Central Park - Ashley Furniture Build Out - BLD 300
$6M | 261K SF | ROLE: Director of Field Operations

BRAD CLARK

Project Manager

As an experienced Project Manager, Brad oversees project planning, coordination, and closeout across multiple market sectors. Known for his clear communication and client-focused delivery, Brad collaborates with estimating, operations, and field teams to ensure projects are executed safely, on time, and within budget, while maintaining Marcobay's high standards for quality and customer satisfaction.

EDUCATION

The University of South Florida
Architecture

Sante Fe Community College
Construction Science

CREDENTIALS

OSHA Safety (30-Hour)

YEARS OF EXPERIENCE

22 years in Construction

YEARS AT MARCOBAY

3 years at Marcobay

REFERENCES

Cantey Heath, R.E. Manager
JDA
(p) 803.261.4273
(e) cheath@johnsondevelopment.net

Matt Hedgren, Captain
The Salvation Army
(p) 863.853.2214
(e) matt.hedgren@uss.salvationarmy.org

EXPERIENCE

Casa San Alfonso Affordable Homes & Clubhouse
ROLE: Project Manager

Lincoln Pace Rd - New Shell Storage Warehouses
$27.6M | 500K SF | ROLE: Project Manager

Salvation Army Worship & Community Center
$8M | 38K SF | ROLE: Project Manager

JDA MCI Conklin Metals Spec Office Tenant Improvements
$620K | 111K SF | ROLE: Project Manager

JDA Memorial - New Shell Storage Warehouse
$15M | 173K SF | ROLE: Project Manager

MATT REITH

Senior Superintendent

As Senior Superintendent for Marcobay Construction, Matt Reith brings over 20 years of construction experience, including more than a decade dedicated to educational, institutional, and commercial work across Central Florida. With deep field expertise and a background supporting both ground-up and renovation projects, Matt leads day-to-day job site operations with a focus on safety, schedule integrity, and quality craftsmanship.

Matt has played key roles on numerous public facilities, including multi-building ground-up schools, classroom additions, and complex demolition-and-rebuild efforts. In addition to his leadership in the field, he has served as a Warranty Coordinator and Assistant Superintendent on large-scale CMAR projects, managing final closeouts, punch list completion, and owner turnover. His collaborative approach and attention to sequencing make him a reliable and solutions-oriented superintendent on time-sensitive jobs.

CREDENTIALS

OSHA Safety (30-Hour)

YEARS OF EXPERIENCE

20 years in Construction

YEARS AT MARCOBAY

19 years at Marcobay

RELEVANT EXPERIENCE

Davenport School of the Arts
$29.8M | 140K SF | ROLE: Asst. Superintendent

Lake Myrtle Little League Complex Expansion
$5.6M | 35 acres | ROLE: Superintendent

Sleepy Hill Elementary - New Campus
$16.6M | 105K SF | ROLE: Asst. Superintendent

Horizon Elementary - New Campus
$18M | 105K SF | ROLE: Asst. Superintendent

Combee Elementary - New Classroom Addition
$4.2M | 29K SF | ROLE: Asst. Superintendent

Berkley Elementary - New Classroom Addition
$1.5M | 10K SF | ROLE: Asst. Superintendent

Lakeland Christian School - Campus Stair Case/Elevator Add.
ROLE: Asst. Superintendent

Lakeland Christian School - Gymnasium Classroom Remodel
ROLE: Asst. Superintendent

Pace Rd - Warehouse Hyundai Tenant Improvements
ROLE: Superintendent

ANTHONY SLIGH

Superintendent

As a Licensed Certified General Contractor, Anthony serves as a Superintendent at Marcobay with enhanced technical authority and regulatory insight. Anthony brings strong hands-on expertise in schedule management, quality control, subcontractor coordination, and safety compliance. His CGC license enables him to interpret plans, manage inspections, and ensure code compliance at every state of construction. He is detail-oriented and solution-focused, working closely with project managers and stakeholders to drive successful outcomes both practically and efficiently.

EDUCATION

Covenant College

Business Law

CREDENTIALS

Certified General Contractor
State of Florida
CGC1532260

OSHA Safety (30-Hour)

YEARS OF EXPERIENCE

10 years in Construction

YEARS AT MARCOBAY

5 Years at Marcobay

RELEVANT EXPERIENCE

JDA S.Pipkin Rd - New Shell Storage Warehouse
$8.7M | 156K SF | ROLE: Superintendent

Keymark Drane Field Rd - New Shell Storage Warehouse
$10.5M | 76K SF | ROLE: Superintendent

Ruthvens 3150 County Line Rd Bays 3-4 - Tenant Improvements
ROLE: Superintendent

Ruthvens 3515 Reynolds Rd Bays 5-6 - Tenant Improvements
ROLE: Superintendent

Ruthvens 3919 Airpark Dr Bays 17-19 - Tenant Improvements
ROLE: Superintendent

Ruthvens 5865 New Tampa Hwy Bays 5-6 - Tenant Improvements
ROLE: Superintendent

Ruthvens 5865 New Tampa Hwy Bays 7-9 - Tenant Improvements
ROLE: Superintendent

Fancy Farms - Hurricane Fence & Brick Repair
ROLE: Superintendent

APPROACH TO SCHEDULING

SYSTEM OVERVIEW

We plan and measure the job from the schedule up. Microsoft Project drives our CPM baseline and updates; Procore runs RFIs, submittals, drawing control, daily logs, punch, cost events, and dashboards. Together, they give the County real-time visibility to schedule, cost, and risk—and give us the leverage to hold every trade to their commitments.

SCHEDULING & COORDINATION OF SUBCONTRACTORS

We prequalify, then onboard each trade with a scope/startup meeting that locks manpower curves, durations, lay-down, crane picks, and inspection hold points. Weekly coordination meetings align 3-Week Look-Ahead tasks with inspections and deliveries. If a trade falls behind, we issue a written recovery plan and re-sequence adjacent tasks to protect the critical path. Progress is validated by field walks and daily reports, not just meeting minutes.

SUBCONTRACTOR ADHERENCE

We lock expectations at kickoff (scope/startup meetings), publish a rolling 3-Week Look-Ahead, run weekly trade coordination, and require recovery plans (added crews, re-sequencing, extended shifts) whenever activities slip. Progress is verified in the field, not just on paper.

SCHEDULING TECHNOLOGY

We build a logic-linked CPM baseline in Microsoft Project with milestones for permits, procurement, mobilization, structure, dry-in, MEP rough/overhead, interiors, testing/commissioning, training, and closeout. The Superintendent maintains a rolling 3-Week Look-Ahead that ties inspections, material deliveries, and access constraints to daily work plans. Schedule updates are issued at OAC meetings; critical-path shifts trigger immediate recovery actions.

Level of Detail to Define Schedules

- **Level 1:** Milestones & phasing (NTP, permits, mobilize, dry-in, TCO, SC/FC).
- **Level 2:** CPM by phase/area with clear logic ties across major trades.
- **Level 3:** Added detail only for high-risk scopes/areas (rooms, early-release, etc.)
- **Procurement:** Submittal>fab>delivery>install chains tied to field work; track long-leads
- **AHJ/QA**: Inspections and hold points (above-ceiling, waterproofing, life-safety) embedded.
- **Controls:** Baseline + monthly updates, 3-week look-aheads, recovery plans; re-baseline only on approved changes.

COST CONTROL APPROACH

ITEMS OUTSIDE THE "COST OF WORK"

We separate and manage these items in the open so there are no surprises:

- **Pre-construction Phase Services**: Time-phased, deliverable-based level of effort tied to milestones (SD/DD/CD). Hours and tasks are capped and tracked monthly.
- **General Conditions**: Built from the schedule up (staffing, trailers/IT, temp utilities, protections, site services, safety/QA) and reconciled monthly. Adjusts up or down only with approved scope/schedule changes.
- **CM Fee**: A fixed, transparent percentage applied to Cost of the Work and shown as its own line—no fee on ODPs, permits, or sales tax per County direction.
- **Bond**: Pass-through at the actual rate; we competitively source and show invoices.

INDICATIVE PERCENTAGES:

(for a project of this size; informational only, not a final offer)

- **General Conditions** (incl. precon): ~5%
- **CM Fee:** ~5%
- **Performance & Payment Bond**: ~0.9–1.0%

HOLDING PROJECTS WITHIN BUDGET

We hold projects on budget with a disciplined, transparent system: open-book GMP, competitive buyout, and monthly cost-to-complete reporting; live logs for contingency, allowances, and Owner Direct Purchases (ODPs); a pay-app SOV that mirrors the GMP exhibits; and strict change management—we only process priced, time-impacted proposals with clear scope. ODPs are tracked to visible sales-tax savings, and any underruns return to the Owner per the Agreement.

Example – Salvation Army Worship & Community Center (fast-track): we phased early buy packages and locked long-lead items while maintaining rolling cost updates. The final GMP increased solely due to Owner-directed scope additions, documented and approved through our change process; the base scope stayed cost-stable and on schedule.

MANAGEMENT OF SHOP DRAWINGS

- **Plan the work:** Shortly after receiving NTP we publish a Submittal Register in Procore tied to the CPM (need-by, submit-by, approve-by, release-by dates) and front-load long-lead items.
- **Clear ownership:** Each submittal has a responsible trade, reviewer, due date, and Ball-in-Court tracking. Weekly OAC meetings include a submittal status review.
- **Quality in, quality out:** Subs submit complete packages (spec section, product data, coordinated shop drawings, color/finish selections). Our internal QC (PE/Superintendent) checks scope, dimensions, and coordination before routing to the A/E. (Our review is for conformance/constructibility; the A/E retains design authority.)
- **Enforce the clock:** Procore sends automatic reminders; aging items are escalated. We target no fabrication release without approval and verify at pre-install meetings.
- **Field control:** Approved/approved-as-noted documents are immediately published to the current drawing set in Procore; first-work inspections verify installation matches the approved submittal.

RFIs -- MEANS & METHODS TO MANAGE & RESPOND

- **Make it answerable**: Each RFI contains one clear question, location, impacted sheets/specs/CSI code, photos/sketches, and a proposed resolution, plus a required-by date linked to the CPM.
- **Route & track**: RFIs are logged and time-stamped in Procore; distribution lists include the A/E and affected consultants. We issue daily aging reports and escalate critical items.
- **Protect the schedule:** If an RFI affects the critical path, we issue a schedule fragnet and identify recovery options (re-sequence, temp work, added crews). Cost/time impacts are priced concurrently; no field change is made without A/E direction.
- **Close the loop:** Responses are pushed to the field, tagged in the current set, and, if scope changes, converted to a PCO/CO per the contract.

ASIs -- HOW WE IMPLEMENT INSTRUCTIONS

- **Rapid intake:** ASIs are logged in Procore within 24 hours, distributed to affected trades, and cross-checked against submittals and work-in-place.
- **Assess impact:** We analyze cost/schedule effects the same day. If the change is more than negligible, we issue a PCO and update the CPM; if not, we document and proceed.
- **Keep documents current:** ASIs are incorporated into the live drawing set and the Submittal/RFI logs; pre-install meetings and field huddles brief crews on changes.

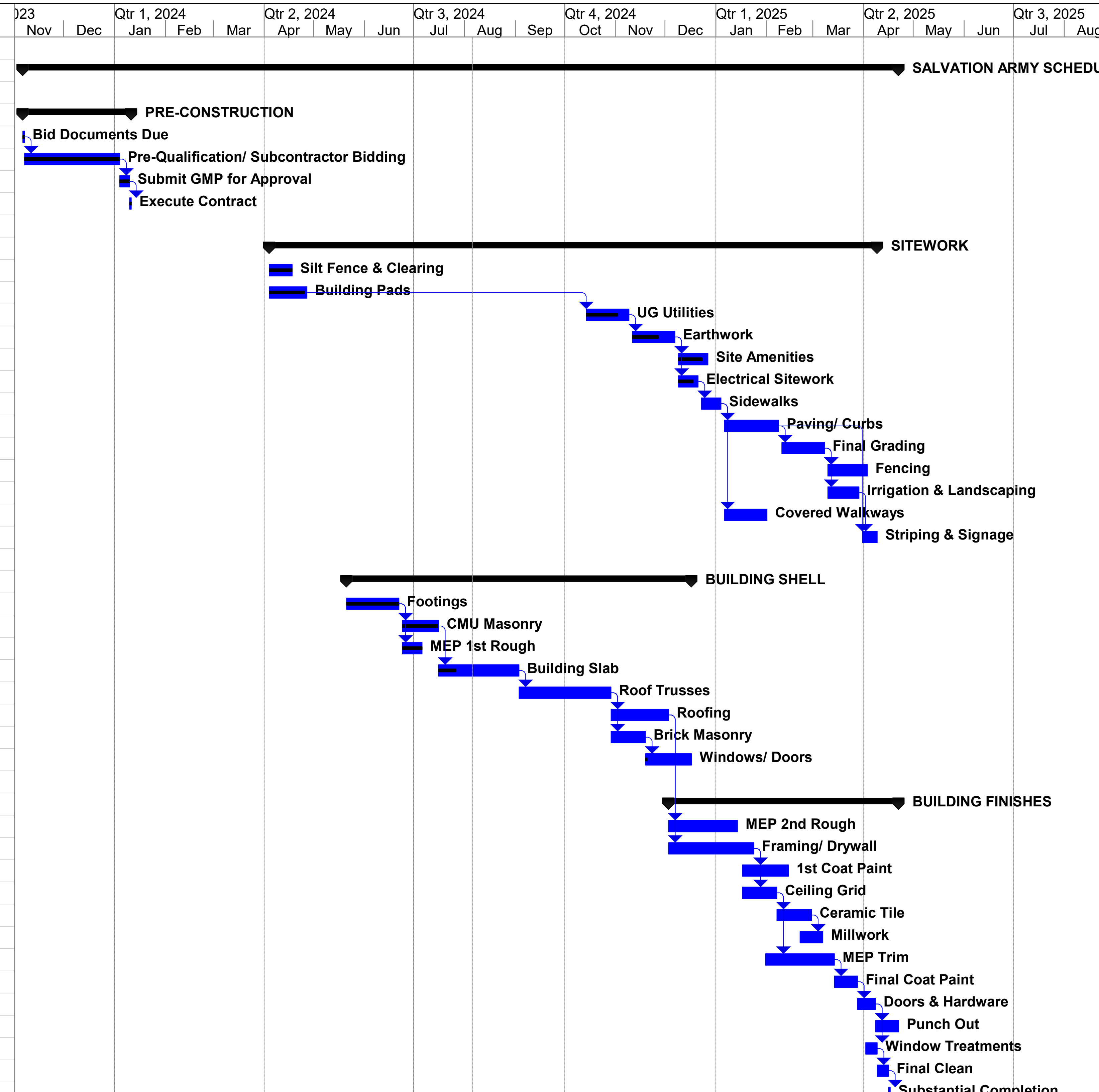
Result:

Submittals, RFIs, and ASIs move on a visible, deadline-driven track that's tied to the schedule and enforced in the field—so decisions arrive when crews need them, and the work stays coordinated, compliant, and on time.

MARCOBAY CONSTRUCTION

Salvation Army Worship and Community Center

ID	Task Name	Duration	Start	Finish	% Work Complete
1					
2	**SALVATION ARMY SCHEDULE**	**381 days**	**Mon 11/6/23**	**Mon 4/21/25**	**30%**
3					
4	**PRE-CONSTRUCTION**	**48 days**	**Mon 11/6/23**	**Wed 1/10/24**	**100%**
5	Bid Documents Due	1 day	Mon 11/6/23	Mon 11/6/23	100%
6	Pre-Qualification/ Subcontractor Bidding	42 days	Tue 11/7/23	Wed 1/3/24	100%
7	Submit GMP for Approval	4 days	Thu 1/4/24	Tue 1/9/24	100%
8	Execute Contract	1 day	Wed 1/10/24	Wed 1/10/24	100%
9					
10	**SITEWORK**	**264 days**	**Thu 4/4/24**	**Tue 4/8/25**	**34%**
11	Silt Fence & Clearing	10 days	Thu 4/4/24	Wed 4/17/24	100%
12	Building Pads	17 days	Thu 4/4/24	Fri 4/26/24	90%
13	UG Utilities	20 days	Mon 10/14/24	Fri 11/8/24	75%
14	Earthwork	20 days	Mon 11/11/24	Fri 12/6/24	60%
15	Site Amenities	14 days	Mon 12/9/24	Thu 12/26/24	75%
16	Electrical Sitework	10 days	Mon 12/9/24	Fri 12/20/24	70%
17	Sidewalks	10 days	Mon 12/23/24	Fri 1/3/25	0%
18	Paving/ Curbs	25 days	Mon 1/6/25	Fri 2/7/25	0%
19	Final Grading	20 days	Mon 2/10/25	Fri 3/7/25	0%
20	Fencing	18 days	Mon 3/10/25	Wed 4/2/25	0%
21	Irrigation & Landscaping	15 days	Mon 3/10/25	Fri 3/28/25	0%
22	Covered Walkways	20 days	Mon 1/6/25	Fri 1/31/25	0%
23	Striping & Signage	7 days	Mon 3/31/25	Tue 4/8/25	0%
24					
25	**BUILDING SHELL**	**150 days**	**Tue 5/21/24**	**Mon 12/16/24**	**32%**
26	Footings	24 days	Tue 5/21/24	Fri 6/21/24	100%
27	Form and Pour the Bulding slab	16 days	Mon 6/24/24	Mon 7/15/24	95%
28	MEP 1st Rough	10 days	Mon 6/24/24	Fri 7/5/24	100%
29	Form-Pour-Erect Tiltwall Panels	35 days	Tue 7/16/24	Mon 9/2/24	25%
30	Structural Steel	40 days	Tue 9/3/24	Mon 10/28/24	0%
31	Roofing	25 days	Tue 10/29/24	Mon 12/2/24	0%
32	Prime and Paint Exterior	15 days	Tue 10/29/24	Mon 11/18/24	0%
33	Storefront/Exterior Doors	20 days	Tue 11/19/24	Mon 12/16/24	5%
34					
35	**BUILDING FINISHES**	**100 days**	**Tue 12/3/24**	**Mon 4/21/25**	**0%**
36	MEP 2nd Rough	30 days	Tue 12/3/24	Mon 1/13/25	0%
37	Framing/ Drywall	38 days	Tue 12/3/24	Thu 1/23/25	0%
38	1st Coat Paint	20 days	Fri 1/17/25	Thu 2/13/25	0%
39	Ceiling Grid	15 days	Fri 1/17/25	Thu 2/6/25	0%
40	Flooring	15 days	Fri 2/7/25	Thu 2/27/25	0%
41	Millwork	10 days	Fri 2/21/25	Thu 3/6/25	0%
42	MEP Trim	30 days	Fri 1/31/25	Thu 3/13/25	0%
43	Final Coat Paint	10 days	Fri 3/14/25	Thu 3/27/25	0%
44	Doors & Hardware/ Specialties	7 days	Fri 3/28/25	Mon 4/7/25	0%
45	Punch Out	10 days	Tue 4/8/25	Mon 4/21/25	0%
46	Window Treatments	5 days	Wed 4/2/25	Tue 4/8/25	0%
47	Final Clean	5 days	Wed 4/9/25	Tue 4/15/25	0%
48	Substantial Completion	1 day	Wed 4/16/25	Wed 4/16/25	0%



Project: SALVATION ARMY 07-08-202
Date: Tue 8/6/24

Task	Project Summary	Inactive Summary	Manual Summary	External Milestone
Split	External Tasks	Manual Task	Start-only	Progress
Milestone	External Milestone	Duration-only	Finish-only	Deadline
Summary	Inactive Milestone	Manual Summary Rollup	External Tasks	

Example: Cost Control Report

MARCOBAY CONSTRUCTION

COST CONTROL-FINAL SOV RECAP-JOB #885 REVISED-5/05/2025

	ORIGINAL CONTRACT SOV	CURRENT JOB COST	
GENERAL CONDITIONS	$ 260,000.00	$ 260,000.00	
SWPPP SERVICES	$ 5,000.00	$ -	
CONCRETE WASHOUT PIT	$ 10,000.00	$ 10,000.00	
SOIL POISONING	$ 12,480.00	$ 12,480.00	
FENCE-ADDED SCOPE	$ -	$ 55,436.00	
CONCRETE	$ 3,353,800.00	$ 3,592,167.24	
STRUCTURAL STEEL MATERIAL	$ 1,564,875.00	$ 1,448,457.30	
STRUCTURAL STEEL ERECTION	$ 224,000.00	$ 224,000.00	
LADDER FALL PROTECTION	$ 2,500.00	$ -	
MISC IRON	$ 9,360.00	$ -	
WOOD BLOCKING	$ 4,680.00	$ 4,680.00	
ROUGH HARDWARE	$ 1,560.00	$ 1,560.00	
ROOFING & SHEET METAL	$ 688,000.00	$ 688,000.00	
HM DOORS & HARDWARE	$ 8,500.00	$ 8,500.00	
DOCK DOORS & DOCK EQUIPMENT	$ 206,986.00	$ 211,956.46	
STOREFRONT GLASS	$ 268,660.00	$ 235,337.00	
PAINTING	$ 125,723.00	$ 103,360.00	
INTERIOR FJ CAULKING	$ 60,328.00	$ 20,000.00	PARTIAL FJ & COLUMN JOINTS ONLY
TP CAULKING	$ 44,545.00	$ 44,545.00	
SW CAULKING	$ 5,000.00	$ 5,000.00	
FIRE EXTINGUISHERS	$ 4,000.00	$ 4,000.00	
SIGNS	$ 2,250.00	$ 28,795.24	INCLUDES DS,AAS & MCB DOCK LABOR
DOCK CANOPY	$ 68,200.00	$ 68,200.00	
ENTRY CANOPY	$ 113,880.00	$ 113,880.00	
FIRE SPRINKLER	$ 479,052.00	$ 479,052.00	
PLUMBING	$ 79,374.00	$ 79,374.00	
HVAC	$ 32,468.00	$ 14,988.00	
ELECTRICAL	$ 340,172.00	$ 367,752.00	INCLUDES PE CO#1-5
ELECTRICAL INFRASTRUCTURE	$ 132,380.00	$ 132,380.00	
CONTINGENCY	$ 75,000.00	$ -	APPLIED TO OVERAGES & CREDIT BELOW
SUBTOTAL	$ 8,182,773.00	$ 8,213,900.24	
FEE	$ 450,053.00	$ -	FEE RECALCULATED BELOW
SUBTOTAL W/FEE	$ 8,632,826.00	$ 8,213,900.24	SUBTOTAL LESS FEE
8" CONCRETE PAVING IN TRUCK COURT	$ 622,450.00	$ -	INCLUDED IN CONCRETE
REVISED PANELS	$ (304,055.00)	$ -	INCLUDED IN CONCRETE
ORIGINAL CONTRACT AMOUNT	$ 8,951,221.00	$ 8,213,900.24	SUBTOTAL-SUB COST & GCs
CO#1-REVISED CONCRETE PAVING	$ (86,100.00)	$ 450,053.00	REVISED FEE-ACTUAL $451,764.51
CURRENT CONTRACT AMOUNT	$ 8,865,121.00	$ 8,663,953.24	CURRENT JOB COST W/FEE
LESS FINAL JOB COST W/FEE	$ (8,663,953.24)		
CO#2-FINAL RECAP-DEDUCT $201,167.76	$ 201,167.76		

POLK COUNTY ENTITY

Since 1974.

Marcobay Construction, Inc. anchors more than five decades of continuous operations in Polk County--*one of the few commercial contractors born here and still building here*.

The blueprint design used throughout our presentation isn't just decorative--it's an original, hand-drawn blueprint from an early Lakeland project and reflects what we've stood for ever since: lasting structures, long-term relationships, and a legacy built on trust, craftsmanship, and community.

WHAT THIS MEANS FOR POLK COUNTY

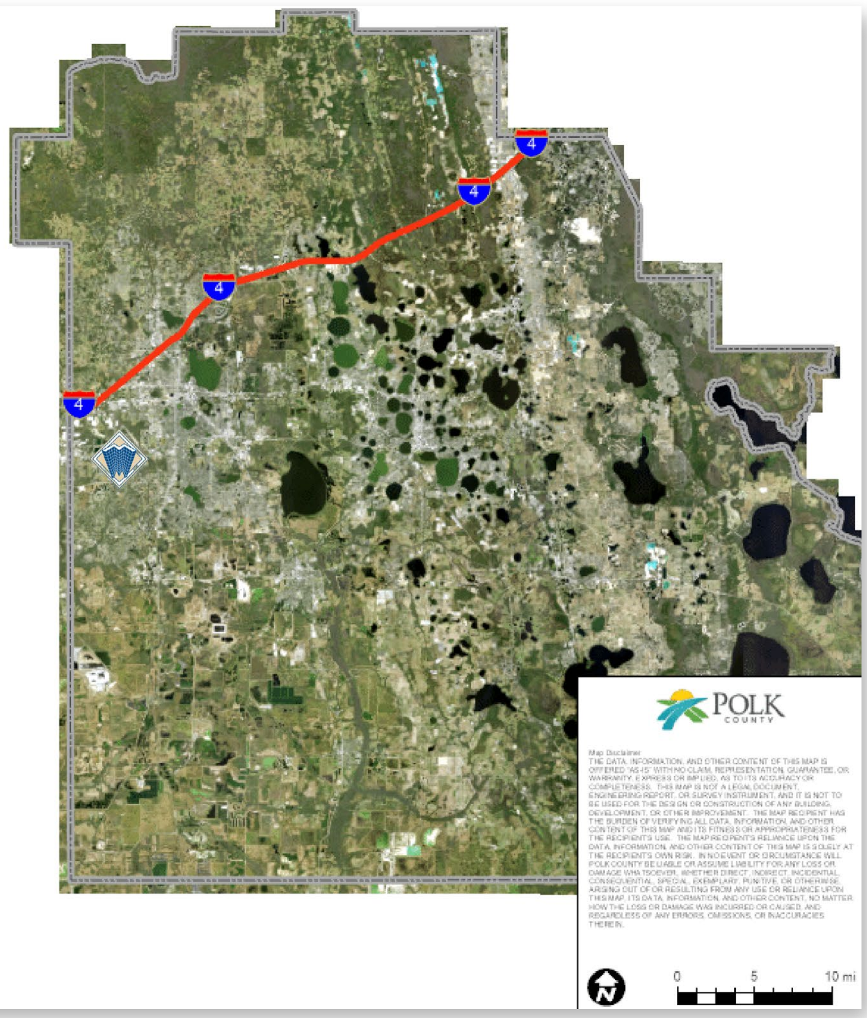
- Local decision-makers and field staff a short drive from any County site
- Deep bench of Polk-based subcontractors and suppliers
- Familiarity with local AHJs, permitting, and utility coordination
- Dollars and jobs that stay in the local economy

MARCOBAY CONSTRUCTION

Headquarters: 3700 DMG Drive
Lakeland, FL 33811

Established in Polk County, FL, in 1974

Distance to County Office: 16.2 miles



W/MBE STATUS

While Marcobay Construction, Inc. is not a Certified Woman or Minority Business Enterprise, we recognize the importance of diversity and are dedicated to supporting and empowering underrepresented groups in our field.

We understand that Polk County awards points for certified fims and we fully support that intent. While we are not eligible for those points as prime, we will meet or exceed County participation goals through W/MBE participation and suppliers.

DOCUMENTATION

At trade award/GMP, we will submit valid W/MBE certificates for each participating firm from one of the County-recognized agencies, including:

- **Florida Minority Supplier Development Council** (FMSDC)
- **Women's Business Enterprise National Council** (WBENC)
- **State of Florida Office of Supplier Diversity** (OSD)
- **Florida Department of Transportation** (FDOT)
- **U.S. Small Business Administration** (SBA)
- **Federal Aviation Administration** (FAA)
- **Other Florida governmental agencies** (case-by-case)

W/MBE PARTICIPATION PLAN

What you can count on:

- **Local outreach:** Use Polk County vendor lists and our database to invite certified firms to every trade; host pre-bid info sessions and one-on-one scope calls.
- **Transparent buyout:** Open-book leveling; award on best value with a focus on certified participation.
- **Mentor & support:** Help with insurance/bonding requirements, submittal templates, and schedule planning; prompt pay flow-downs.
- **Track & report:** Maintain a live W/MBE log (commitments, dollars invoiced/paid) and include it in monthly OAC reports; corrective action if pacing lags.

Survey Questionnaire – Polk County

RFP 25-544, Construction Manager at Risk Continuing Services

To: Cody McGhee (Name of Person completing survey)

City of Auburndale (Name of Client Company/Consultant)

Phone Number: 863-965-5545 Email: cmcghee@auburndalefl.com

Subject: Past Performance Survey of Similar work:

Project name: Lake Myrtle Sports Complex Expansion

Name of Vendor being surveyed: Marcobay Construction, Inc.

Cost of Services: Original Cost: $5,606,575 Ending Cost: $5,617,298

Contract Start Date: ____________________ Contract End Date: ____________________

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Cody McGhee

Signature of Evaluator: Cody McGhee

Please fax or email the completed survey to: smcintyre@marcobay.com

Survey Questionnaire – Polk County

RFP 25-544, Construction Manager at Risk Continuing Services

To: Ralph Frier (Name of Person completing survey)

Ridgeview Global Studies Academy (Name of Client Company/Consultant)

Phone Number: 863-419-3199 Email: ralph.frier@rgsa.com

Subject: Past Performance Survey of Similar work:

Project name: Ridgeview Global Studies Academy - New Middle School

Name of Vendor being surveyed: Marcobay Construction, Inc.

Cost of Services: Original Cost: $8,308,00 Ending Cost: $8,765,706

Contract Start Date: 1/3/2018 Contract End Date: 9/1/2018

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	8
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Ralph H. Frier

Signature of Evaluator: Ralph H. Frier

Please fax or email the completed survey to: smcintyre@marcobay.com

Survey Questionnaire – Polk County

RFP 25-544, Construction Manager at Risk Continuing Services

To: Ralph Frier (Name of Person completing survey)

Ridgeview Global Studies Academy (Name of Client Company/Consultant)

Phone Number: 863-419-3199 Email: ralph.frier@rgsa.com

Subject: Past Performance Survey of Similar work:

Project name: Ridgeview Global Studies Academy - New 2-story Classroom Addition

Name of Vendor being surveyed: Marcobay Construction, Inc.

Cost of Services: Original Cost: $3,055,759 Ending Cost: $3,211,338

Contract Start Date: 4/26/2021 Contract End Date: 12/14/2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Ralph H. Frier

Signature of Evaluator: Ralph H. Frier

Please fax or email the completed survey to: smcintyre@marcobay.com

Survey Questionnaire – Polk County

RFP 25-544, Construction Manager at Risk Continuing Services

To: Jessica Lawson (Name of Person completing survey)

Peace River Center (Name of Client Company/Consultant)

Phone Number: 863-519-0575 Email: jessica.lawson@peacerivercenter.org

Subject: Past Performance Survey of Similar work:

Project name: Peace River New Crisis Center

Name of Vendor being surveyed: Marcobay Construction, Inc.

Cost of Services: Original Cost: $3,937,875 Ending Cost: $3,582,875

Contract Start Date: ____________ Contract End Date: 10/19/2017

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	6
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	8
9	Ability to maintain proper documentation	(1-10)	7
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator David F. Blackwelder, Project Manager

Signature of Evaluator: D. F. Blackwelder

Please fax or email the completed survey to: smcintyre@marcobay.com

Survey Questionnaire – Polk County

RFP 25-544, Construction Manager at Risk Continuing Services

To: Captain Matt Hedgren (Name of Person completing survey)

Salvation Army (Name of Client Company/Consultant)

Phone Number: 863-853-2214 Email: matt.hedgren@uss.salvationarmy.org

Subject: Past Performance Survey of Similar work:

Project name: The Salvation Army Worship & Community Center

Name of Vendor being surveyed: Marcobay Construction, Inc.

Cost of Services: Original Cost: $8,260,002 Ending Cost: $8,506,347

Contract Start Date: 5/15/2024 Contract End Date: TCO 5/27/2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Matt Hedgren

Signature of Evaluator: ____________________

Please fax or email the completed survey to: smcintyre@marcobay.com

July 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-544, Construction Manager at Risk (CMAR) Continuing Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers and documents uploaded to FTP Site.

To obtain a copy of requested documents please go the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**RFP 25-544, RFP Attachments**", select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: ____________________

Printed Name: Jimmy Vessels

Title: President

Company: Marcobay Construction, Inc.

Question 1: Could you please provide who are the firms under the current CMAR Continuing Services Contract and provide a copy of their proposals for the previous RFP?

Answer 1: Yes, please refer to the instructions provided on page one of this addendum for accessing the "RFP 25-544, RFP Attachments" folder on the FTP site. These documents are for informational purposes only and will not be incorporated into the resulting agreements for RFP 25-544.

Question 2: Can you clarify how the county will procure a CM from the chosen pool of contractors for a project under this contract (i.e. will a firm be chosen and asked to give a GMP or will all the firms be invited to hard bid the project)?

Answer 2: The selection of a CM will be done in accordance with our Procurement Procedures Section 5.10:

5.10 CONSTRUCTION MANAGERS AT RISK WITH CONTINUING CONTRACTS

Selection Procedures for Construction Managers at Risk with Continuing Contracts To select a construction manager at risk ("CM at Risk") that has an existing continuing contract with the County, the Division Director may use the following process, in the order listed:

1. Verify that the proposed project is consistent with the scope of services in the Request For Proposal (the "RFP") from which the CM's at Risk were selected. If the answer is affirmative, proceed to Step 2. If the answer is negative, contact the Procurement Director for further assistance.
2. Review the current list of CM's at Risk procured under the RFP to determine whether or not any of these firms have the expertise, experience, and personnel required for the project being proposed. Elevate those firms that meet these criteria to the next step.
3. Review this list to determine whether the past projects have been satisfactory or not. Elevate those firms with a minimum of satisfactory past performance to the next step.
4. Review the firm(s) selected from Step 3 to determine whether the firm meets the needs of the proposed project as further outlined in this Step 4. Some of the qualifying factors for the firms(s) to meet the needs of the County might be: Project Manager that will be assigned to the project; location of this person and other key personnel that will work on the project; and/or, for phased projects, whether a particular CM at Risk has performed previous phases, pre-construction services, or significant portions of the project. Special needs of the proposed project and scope of work should be addressed during this review. Consideration may be given to proposed sub-consultants or subcontractors. Greater consideration may also be given to firms with higher past performance evaluation scores than the minimum requirement set forth in Step 3, so long as supporting documentation is submitted in accordance with the requirement below.
5. If multiple firms remain after Step 4, review the total amount of money the County has contracted, under the RFP, with each of the remaining firms during the last 24-month period. (A report of these contracts can be obtained from the Procurement Division.) Select the firm with the lowest dollar volume during the last 24-month period.

Question 3: Regarding the Surveys, if we are submitting an on-going project, the respondent will not be able to answer question #5 – Close Out Process (would be an N/A). Will that count against the average score, since we would not be eligible to receive all "10s" for that survey?

Answer 3: No, it will not be counted against you. If the project is not complete evaluator should leave it blank or put N/A. .

Question 4: If a contractor is submitting a proposal the CMAR Continuing Services RFP, will it count against a contractor if they also submit to a County CMAR RFP for project specific jobs?

Answer 4: No.

July 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-544, Construction Manager at Risk (CMAR) Continuing Services

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: ____________________

Printed Name: Jimmy Vessels

Title: President

Company: Marcobay Construction, Inc.

Question 1: In Addendum #1, the County indicated that past performance surveys will not be penalized for incomplete projects - 1)Will in-progress projects, including those currently in construction or preconstruction phases, be evaluated on an equal footing to completed ones? 2) Specifically, can we include projects currently in preconstruction where CM services have been initiated but construction has not yet begun?

Answer 1: 1) Yes
2) Yes

Question 2: The RFP states that electronic proposal submittals will be accepted. Could you kindly confirm: 1) Should the electronic submittal be a single consolidated PDF or seven separate PDFs (one per required Tab)? 2) Also, could you please clarify what exactly the County expects proposers to submit under the file titled 'RFP-25-544 Submittal Documents" --Should this include only the County-provided forms, or does it refer to the entire proposal package (forms + narrative tabs + attachments)?

Answer 2: 1) Upload each "Tab" as a PDF and Please use the name convention provided in RFP Package, page 3-4.
2) The Tab labeled "RFP-25-544 Submittal Documents," proposers will upload any forms requiring signature from RFP Package and signed addendums.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-544, Construction Manager at Risk Continuing Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Marcybay Construction, Inc.

Signature:

Title: President

Date: July 22, 2025

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of July, 2025, by Jimmy Vessels (*name*) as President (*title of officer*) of Marcobay Construction, Inc. (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced ________ as identification.

Notary Public Signature: Sara Scoynes

Printed Name of Notary Public: Sara Scoynes

Notary Commission Number and Expiration: HH482188 1/17/2028

(AFFIX NOTARY SEAL)

FLORIDA NOTARY ASSOCIATION SINCE 1975

SARA A. SCOYNES
Notary Public
State of Florida
Comm# HH482188
Expires 1/17/2028

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 25-544, Construction Manager at Risk Continuing Services

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 22nd day of July, 2025.

ATTEST:

By: Tammy Brend

PRINTED NAME: Tammy Brend

Its: Director of Operations

CONTRACTOR:

By:

PRINTED NAME: Jimmy Vessels

Its: President

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MARCOBAY CONSTRUCTION, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

3700 DMG Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Lakeland, Florida 33811

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

___ – __ – ____

or

Employer identification number

5 9 – 1 5 0 9 5 9 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person [signature] Date 7/24/2025

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACRISURE®

July 24, 2025

Re: **Marcobay Construction, Inc.**

We are pleased to advise you that **Marcobay Construction, Inc.** has a surety relationship with **Liberty Mutual Insurance Company**, which carries an A.M. Best Rating of A XV and a Department of Treasury's Federal Register listing of $1,897,231,000..

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds when requested by Marcobay Construction, Inc. Their single job limit is $50,000,000.00 with a $100,000,000.00 aggregate work program. **Liberty Mutual Insurance Company** reserves the right to review bond issuance based on the underwriting criteria in effect at the time the bonds are requested; subject to acceptable contract terms, bond forms, and evidence of financing acceptable to both the Contractor and the Surety.

This letter is issued as a bonding reference. Neither we nor **Liberty Mutual Insurance Company** assume liability to any third party, including you, if bonds are not provided.

Marcobay Construction, Inc. maintains an excellent reputation of exceeding owner expectations by providing quality projects on time and within budget. We recommend them to you very highly and invite any additional inquiries you may have.

Sincerely,
Liberty Mutual Insurance Company

Kevin Wojtowicz
Surety Specialist and Licensed Agent

Acrisure.com / Southeast Region
1000 Central Avenue #200
St. Petersburg, FL 33705

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Baldwin Group Southeast LLC
1115 Bartow Rd
Lakeland FL 33801
License#: L002281

CONTACT NAME: Angel.McGhee
PHONE (A/C, No, Ext): 863-686-2113 **FAX (A/C, No):** 863-682-6292
E-MAIL ADDRESS: Angel.McGhee@Baldwin.com

INSURED MARCCON-03
Marcobay Construction, Inc.
3700 DMG Dr.
Lakeland FL 33811

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance Company	24112
INSURER B : The Continental Insurance Comp	35289
INSURER C : Travelers Property Casualty Co	25674
INSURER D : Pacific Insurance Company	10046
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2072733305 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	CMM3680691	9/1/2024	9/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X $1000 PD Ded						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	CMM3680691	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X PIP						PIP	$ 10,000
B C	X UMBRELLA LIAB X OCCUR			CUE7034446503 EX-6S087257-24-NF	9/1/2024 9/1/2024	9/1/2025 9/1/2025	EACH OCCURRENCE	$ 25,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 25,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A D	Rented or Leased Equipment Professional Liability Pollution Liability			CMM3680691 13CPIGD0280	9/1/2024 9/22/2024	9/1/2025 9/22/2025	$350,000 Limit $3,000,000 Limit	$1,000 Deductible $25,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder Polk County a Political Subdivision of the State of Florida, their affiliates and or assigns are included as Additional Insured with respect to General Liability including products and completed operations and Auto Liability on a primary and non contributory basis as required by written contract and subject to terms, conditions and exclusions of the policy. Waiver of subrogation applies to General Liability and Auto Liability. Umbrella follows form of General Liability, Auto Liability and Workers' Compensation.

CERTIFICATE HOLDER

Polk County a Political Subdivision of the State of Florida
330 West Church Street
Bartow FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES SM

FLORIDA BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

A. **Who Is An Insured broadened:**
   - Additional Insured by Contract, Agreement or Permit
   - Legally Incorporated Subsidiaries
   - Newly Acquired Organizations

B. **Supplementary Payments**
   - Bail Bonds - $5000
   - Loss of Earnings - $500

C. **Coverage Extensions**
   - Transportation Expenses
   - Personal Effects (Excess Basis)

D. **Additional Coverages**
   - Expenses paid for returning a stolen covered auto
   - Fire Department Service Charge

E. **Airbag Coverage - Accidental Discharge**

F. **Knowledge and Notice of an Accident, Claim or Suit**

G. **Unintentional Failure To Disclose Hazards**

H. **Definitions**
   - Bodily Injury Redefined

In addition to the policy amendments contained in A. through H. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers and Spouse/Members of that Person's Household) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments,** subparagraphs **(2)** and **(4)** are deleted and replaced with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 per day because of time off from work.

C. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to $100 per day to a maximum of $1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item **4. Coverage Extensions:**

c. Personal Effects

We will pay up to $500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

D. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

6. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to $1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

E. **AIRBAG COVERAGE - ACCIDENTAL DISCHARGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **B. Exclusions**, subparagraph **3.a.** is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

F. **KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT**

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A. Loss Conditions** is amended as follows:

Subparagraph **a.** under Item **2. Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

G. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

H. **DEFINITIONS**

Under **SECTION V - DEFINITIONS**, Item **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES SM

COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

A. Expected or Intended Injury
- Reasonable force

B. Liquor Liability Coverage Extension

C. Non-Owned Watercraft
- Increased to 60 feet

D. Non-Owned Aircraft

E. Damage To Property - Borrowed Equipment

F. Damage To Premises Rented To You

G. Personal And Advertising Injury
- Contractual Personal and Advertising Injury
- Exclusions

H. Supplementary Payments
- Bail Bonds - $2,500
- Loss of Earnings - $1,000

I. Additional Insureds - Automatic Status
- State or Governmental Agency or Subdivision or Political Subdivision Controling Interest
- Managers or Lessors of Premises
- Mortgagee, Assignee or Receiver
- Owners or Other Interests From Whom Land Has Been Leased
- Co-Owners of Insured Premises
- Lessor of Leased Equipment

J. Who Is An Insured broadened
- Joint Ventures / Partnership / Limited Liability Company
- Health Care Professionals (Incidental Medical Malpractice)
- Individual Owners of Building are Insured's
- Newly Formed or Acquired Entities

K. Knowledge and Notice of Occurrence

L. Other Insurance Condition Amended

M. Unintentional Failure To Disclose Hazards

N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status

O. Liberalization

P. Definitions
- Bodily Injury redefined
- Insured Contract redefined
- Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion **a.** is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item **2. Exclusions c. Liquor Liability** is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g.2(a)** is replaced with the following:

(a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g. Aircraft, Auto or Watercraft,** the following is added:

(6) An aircraft you do not own provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to:

(i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item **2. Exclusions,** the last paragraph of Item **2. Exclusions** is replaced with the following:

Exclusion **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Item **2. Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, the following are added to Item **2. Exclusions**:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item **1.b.** is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item **1.d.** is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

I. ADDITIONAL INSUREDS - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **a.** through **g.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and

2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **a.** through **f.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph **4.b.(1)** of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to item **1**:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an Interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

(1) Prior to the termination date of any joint venture, limited liability company or partnership; or

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

   a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or

   b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in **3.** above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit,** the following is added:

e. The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

f. The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4** of **Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary and non-contributory except when **b.** below applies.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I** - Coverage **A.**

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** item **6. Representations,** the following is added:

d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS,** item **3.** is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS,** item **9.** is deleted and replaced with the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer, or survey or for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured s rendering or failure to render professional services including those listed in **(1)** above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item **14**. the following is added to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.