



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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26.03.01 Design/Builder shall, immediately remove, replace or correct such defective material, equipment or portions of the Work.

26.03.02 The Design/Builder shall be responsible for the costs of any additional site observations, special inspections and/or testing, as a result of the work being replaced. Any re-inspections required from the Building Department or their inspectors will be subject to re-inspection fees as published by the SBBC Building Department.

26.03.03 The Owner reserves the right to withhold payment on any such item or seek compensation from the Design/Builder if the Work in question is not corrected in a reasonable period of time.

ARTICLE 27. WARRANTY.

27.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new.

27.02 Design/Builder warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, and free from defects for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Contract Documents in which case the longer periods of time shall prevail) from and after Substantial Completion of the Work under the Contract Documents.

ARTICLE 28. OFFICE SPACE FOR THE OWNER'S PERSONNEL.

28.01 The Design/Builder shall provide the Owner, if designated in the RFP, for the duration of the Work, a suitable office for the Owners Project Manager, BCI and other designated personnel.

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

29.01 A marked up set of the as built Construction Documents and other project records will be kept up to date on a daily basis by the Design/Builder on the jobsite at all times. The Design/Builder will integrate all as built information into a Record Set of Drawings and Specifications. These documents will be given to the Design Criteria Professional at the completion of the Work as required by the Contract Documents. The marked up set of Project Drawings shall be labeled as "As Built Drawings." The marked up shop drawings and submittal documents shall be labeled as "Record Shop Drawings". The set of drawings and specifications updated with the as built information shall be labeled Record Documents.

29.02 The Design/Builder shall be required to provide a legal survey of the site incorporating the project elements of this contract. The survey shall be carried out by a professional surveyor registered in the State of Florida.



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- 29.03 Final payment will be withheld from the Design/Builder until Project As Built, Record Shop Drawings, Record Documents and final survey are provided by the Design/Builder to the Design Criteria Professional.

ARTICLE 30. SALVAGE.

- 30.01 Any salvage resulting from clearing, grubbing, grading, draining, remodeling or altering any existing facilities on this site shall be the property of the Owner; and this material shall be piled or stacked on the site if the Owner desires this material.
- 30.02 If this material is not desired by the Owner, it shall be disposed of by the Design/Builder at his expense.
- 30.03 Owner to identify all items to be salvaged prior to the start of work.

ARTICLE 31. CLAIMS BY THE DESIGN/BUILDER.

- 31.01 In the event the Design/Builder is entitled to assert a claim against Owner for any reason, claims by the Design/Builder against the Owner are subject to the following terms and conditions:

31.01.01 All Design/Builder claims against the Owner shall be initiated by a written claim notice submitted to the Owner and the Design Criteria Professional. Such claim notice shall be received by the Owner and the Design Criteria Professional no later than five (5) calendar days after the event, or the first appearance of the circumstances causing the claim. The Design/Builder shall detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered. These particulars in regards to the claim are to be submitted to the Owner and the Design Criteria Professional within fifteen (15) day of the claim notice.

31.01.01.01 The claim particulars are to be submitted prior to executing any additional changed Work as it relates to the claim notice except for emergency, life threatening or for the protection of Work.

31.01.01.01.01 Failure to provide notice and the particulars in accordance with line 32.01.01 shall constitute a complete waiver by the Design/Builder of any claim for additional compensation or extension of time.

31.01.02 In connection with any claim by the Design/Builder against the Owner for compensation relative to the claim, The Owners liability for the Design/Builder's cost shall be strictly limited to direct cost of labor and materials incurred by the Design/Builder at the jobsite and the agreed percentage for OHP and shall in no event include, loss of profit, or consequential damages to the Design/Builder.

- 31.02 The Design/Builder shall continue its contractual obligations regardless of the existence of any claims submitted by the Design/Builder.



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- 31.01.03 Adverse weather such as rain is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.

ARTICLE 32. CHANGE ORDERS.

- 32.01 In the event of a conflict between the language in this Article and any other contract documents used for the project, the change order pricing and contract provisions in this Article 32 shall govern.
- 32.02 Changes to the Work within the scope of this Contract may be ordered by the Owner by Change Order, Design Criteria Professional's Supplementary Instructions, and Construction Change Directives.
- 32.03 The Design/Builder, when directed by the Owner shall proceed with any additional Scope of Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time.
- 32.04 Any change in the Contract Price or Time from a Change Order shall be determined by mutual agreement between the Owner and the Design/Builder as evidenced by the execution of a Change Order.
- 32.05 If no timely, mutual agreement occurs between the Owner and the Design/Builder, the change in the Contract Price, if any, shall be derived based on a Time and Material basis, and the Design Criteria Professional shall issue a Construction Change Directive.
- 32.06 The Design Criteria Professional will utilize Document 01250e, Construction Change Directive in cases where the Change Work has to immediately progress.
- 32.07 The Design/Builder shall notify and obtain the consent and approval of the Design/Builder's surety with reference to all Change Orders and provide such consent in the form of executed Document 00630, Performance Bond Rider, and, Document 00635, Payment Bond Rider.

32.07.01 When applicable, a final contract change order will be processed to Account for the Design/Builder's net increase or decrease in bond premium costs associated with change orders to the Design/Builder's base contract price. Contract adjustments related to any such increased or decreased costs of related to insurance and/or bond coverage will not be subject to any Design/Builder markup for overhead and profit.

32.07.01.01 Proof of payment for the additional insurances will be a pre-requisite for the reimbursement of those costs.

- 32.08 It is understood that these contract provisions will govern the pricing and administration of all change order proposals to be submitted by the Design/Builder, Subcontractors and all other lower tier Consultants and Subcontractors working on the Project.



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- 32.09 Whenever change order proposals impacting the contract price become necessary The Owner will have the right to select the method of pricing as identified below.
- 32.10 Change Order Pricing Options shall be either a lump sum change order proposal, or a time and material change order proposal; as defined in the following provisions.
- 32.10.01 Lump Sum Change Order Proposals
- 32.10.01.01 The Design/Builder will submit an itemized Lump Sum Proposed Change Order (PCO) covering the additional scope of work.
- 32.10.01.02 The proposal will itemize the various components of work and break out the labor, material, and equipment in a format satisfactory to the Owner.
- 32.10.01.03 The mark-up on Design/Builders raw costs to be a total of 10% for Overhead and Profit and 5% for Subcontractor work. Subcontractor markups for Subcontractor's overhead and profit to be 10%, or as negotiated otherwise.
- 32.10.02 Time and Material Change Order Proposals
- 32.10.02.01 The Owner may elect to have any extra work performed on a time and material basis.
- 32.10.02.02 In the case of an unacceptable Design/Builder proposal, the Owner may direct the Design/Builder to proceed with the changed work on a Time and Material basis with an agreed upon "not-to-exceed" price for the work to be performed.
- 32.10.02.03 The cost will be all actual out of pocket costs with the fee being 10%.
- 32.10.02.04 Upon written notice to proceed, the Design/Builder shall perform such authorized extra work.
- 32.10.02.05 Daily time sheets with names of all employees working on the Time and Material change item scope will be required to be submitted to the Owner for both labor and equipment used by the Design/Builder for the time periods during which the specific extra work scope is performed. Daily time sheets will break down the paid hours worked by the Design/Builder's employees showing both the base contract and the added scope work performed by each employee. Time sheets are to be signed by the Owners Project Representative and submitted daily.



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- 32.11 The Design/Builder, Owner and Design Criteria Professional shall administer and document the Change Order process by utilizing the documentation system specified elsewhere in the Contract Documents.
- 32.12 The Design Criteria Professional will have authority to order minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order on Document 01250f, Design Criteria Professional's Supplemental Instructions and such changes shall be binding on the Owner and the Design/Builder.
- 32.13 Design/Builder shall not be entitled to additional compensation or time arising from errors or Omissions in the drawings, plans or the like authored by the Design/Builder.

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

- 33.01 In the event that the Design/Builder covers, conceals or obscures its defective work in violation of a directive from the Owner or the Design Criteria Professional, such work shall be uncovered and displayed for the Owner's or Design Criteria Professional's inspection upon request, and shall be reworked at no cost in time or money to the Owner. The Design/Builder shall reimburse the Owner for all testing, inspections and other expenses incurred as a result of the works inspection.
- 33.02 The Design/Builder shall, correct work rejected by the Owner or by the Design Criteria Professional as defective or failing to conform to this Contract.

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

- 34.01 Design/Builder shall be fully and solely responsible for conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Design/Builder shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Design/Builder shall provide and submit a Health and Safety Program prior to the first progress payment.
- 34.02 Design/Builder shall instruct its personnel on the requirements of the Design/Builder's safety program and shall coordinate with other Contractors and Subcontractor on safety matters.
- 34.03 Design/Builder shall provide safety equipment and enforce the use of such equipment by its employees.
- 34.04 Design/Builder shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and man hours lost due to injuries.
- 34.05 Design/Builder shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.



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- 34.06 Design/Builder shall assure that all Subcontractor shall, comply with all safety and protection requirements.
- 34.07 Design/Builder shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 34.08 Health and Safety Precautions and Programs:
- 34.08.01 The Design/Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- 34.08.02 In the event the Design/Builder encounters hazardous materials on the site the Design/Builder shall immediately stop Work in the area affected and report the condition to the Owner and Design Criteria Professional in writing. The Work in the affected area shall not be resumed except by written notice from the Owner.
- 34.09 Safety of Persons and Property
- 34.09.01 The Design/Builder shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss:
- 34.09.01.01 To the employees on the Work and other persons who may be affected thereby.
- 34.09.01.02 To the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design/Builder or the Design/Builder's Subcontractor or Sub-Subcontractor.
- 34.09.01.03 To other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 34.09.02 The Design/Builder shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.
- 34.09.02.01 The Design/Builder and his Subcontractor shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
- 34.09.02.02 The Design/Builder shall prominently post and maintain on the jobsite:
- 35.09.02.02.01 OSHA 200: Log and summary of occupational injuries and illnesses.



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35.09.02.02.02 OSHA 2203: Provisions of the Act poster.

34.09.03 The Design/Builder shall implement and maintain a continuing safety program applicable to all Design/Builder employees, Subcontractors, and Sub-Subcontractors, to include:

34.09.03.01 Designating a responsible member of the Design/Builder's organization at the site as the Design/Builder's "Safety Officer" who shall perform, safety inspections, and accident documentation. This person shall be the Design/Builder's superintendent unless otherwise designated by the Design/Builder in writing to the Owner and the Design Professional.

34.09.03.02 Holding weekly safety meetings with employees and subcontractor.

34.09.03.03 Implementing OSHA Voluntary Protection Programs.

34.09.03.04 Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.

34.09.03.05 Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

34.09.03.06 Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.

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

34.09.05 The Design/Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Design/Builder, a Subcontractor or a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design/Builder is reasonable, except damage or loss attributable to acts or omissions of the Owner or Design Criteria Professional or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Design/Builder.



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34.09.06 The Design/Builder shall not load or permit any part of the construction or site to be loaded so as to endanger its safety. All construction loading of the structure shall be approved by the structural engineer.

34.09.07 Building materials, Design/Builder's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Design/Builder from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 150 mile per hour wind uplift force.

34.10 Emergencies: In an emergency affecting safety of persons or property, the Design/Builder shall act, at the Design/Builder's discretion, to prevent damage, injury or loss.

34.11 The Design/Builder to develop emergency preparedness plan prior to the first progress payment.

ARTICLE 35. ROYALTIES AND PATENTS.

35.01 The Design/Builder shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Design/Builder and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.

ARTICLE 36. TAXES.

36.01 Design/Builder shall pay all taxes, levies, import duties and assessments of every nature which may be applicable to any Work under this Contract.

36.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Design/Builder shall make any and all payroll deductions as required by law.

36.03 Design/Builder herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, import duties, assessments and deductions.

ARTICLE 37. LIABILITY.

37.01 This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

37.02 Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from negligence.



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- 37.03 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- 37.04 By Design Builder: Design Builder agrees to indemnify, hold harmless and defend SBBC, its agents and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action found thereon, arising or alleged to have arisen out of the products, goods or services furnished by Design Builder, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Design Builder or the negligence of Design Builders agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC property, and injury or death of any person whether employed by Design Builder, SBBC or otherwise.

ARTICLE 38. TERMINATION BY THE DESIGN/BUILDER.

- 38.01 If the Owner fails to perform its material obligations to the Design/Builder, the Design/Builder shall issue a failure to perform notice to the Owner, identifying the issue and specifically what is needed by the construction team and by when. The notice shall require the owner to respond within 7 days advising what the hang ups are and what steps are being taken.
If an Owner response is not received timely, the Design/Builder shall issue a delay notice to the Owner and Design Criteria Professional.
If after 30 days from the original failure to perform notice a response is still not received, the Design/Builder may file a termination letter.
Design/Builder, upon receipt of the Owners response letter, shall within 7 days, investigate and confirm the potential impacts and exposures to the projects sequencing, time, and/or costs, based upon the information the response letter provides. Design/Builder shall then advise the Owner and Design Criteria Professional of the impacts.
The Owner may also provide specific or partial direction to the Design/Builder in the response letter. This direction may be in the format of a CCD, proposal request, CCD, CO.
The Owner shall acknowledge the components for which a change order will be appropriate. If not, the Design/Builder may issue a 30 day notice to terminate.
- 38.02 In such event, the Design/Builder shall be entitled to recover from the Owner as though the Owner had terminated the Design/Builder's performance for convenience pursuant to the terms and conditions of this Contract.

ARTICLE 39. OWNER'S RIGHT TO SUSPEND DESIGN/BUILDER'S WORK.

- 39.01 The Owner shall have the right at any time to direct the Design/Builder to suspend its work, or any designated part thereof, for any reason whatsoever, or without



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reason. If any such suspension is directed by the Owner, the Design/Builder shall immediately comply with same.

39.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Design/Builder, the Owner shall pay the Design/Builder for such suspension the Design/Builder's reasonable costs, actually incurred and paid, of the following items only:

39.02.01 Demobilization and remobilization, including such costs paid to Subcontractor.

39.02.02 Preserving and protecting Work in place;

39.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon.

39.02.04 Performing in a later time frame, or during a longer time frame than defined by this Contract.

39.02.05 Utility costs, officer trailer rentals, site security if requested by the owner, maintenance for the preserving and protection of the work.

39.02.06 Upon the lifting of the suspension, the existing conditions will be reviewed for consequential damages to the work in place as a result of the suspension. Determinations will be made by the owner and the Design Criteria Professional for each issue identified.

ARTICLE 40. TERMINATION BY THE OWNER.

40.01 The Owner may, for any reason whatsoever, terminate the Design/Builder for convenience based on the following terms:

40.01.01 The Owner shall give seven (7) days prior written notice of such termination to Design/Builder.

40.01.02 The Design/Builder shall incur no further obligations in connection with the Work and the Design/Builder shall stop work when such termination becomes effective.

40.02.03 The Design/Builder shall also terminate outstanding orders and subcontracts, pending Owners direction relative to subcontracts. Refer to 40.02.05 and Article 47.

40.02.04 The Design/Builder shall settle the liabilities and claims arising out of the termination of subcontracts and orders.

40.02.05 The Owner may direct the Design/Builder to assign the Design/Builder's right, title and interest under termination orders or subcontracts to the Owner or its designee.



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40.02.06 The Design/Builder shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Design/Builder has.

40.02.07 The Design/Builder shall submit a standard monthly invoice for project work complete to the date of receipt of termination notice. Standard retainage to be deducted.

40.02.08 The Design/Builder shall also submit a separate standard monthly invoice for all retainage due.

40.02 Compensation for Termination for Convenience

40.02.01 The Design/Builder shall submit a claim for the termination work efforts within 2 months to the Owner and the Design Criteria Professional specifying the amounts due as a result of the termination together with costs, pricing or other data required by the Owner or the Design Criteria Professional.

40.02.01.01 If the Design/Builder fails to file a termination claim with the Owner's Design Criteria Professional within 2 months from the effective date of termination, the Owner shall have no further obligation to the Design/Builder and Design/Builder waives any and all rights for compensation based upon the termination.

40.02.02 The Owner and the Design/Builder may agree to the proposed compensation due In which case a change order will be written and the Design/Builder will submit a standard monthly application for payment with no retainage withheld.

40.02.03 If a cost agreement on the Termination Claim cannot be reached in a timely fashion, the Owner shall pay the Design/Builder the following:

40.02.03.01 Prices for labor, materials, equipment and other services for the Termination effort.

40.02.03.02 Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in the work terminating the Design/Builder's performance, including claim preparation efforts.

40.02.03.03 Reasonable costs of settling and paying claims arising out of the termination of Subcontractor and Subcontractor work orders pursuant to the termination efforts.

40.02.03.04 Overhead and profit percentages as agreed to for the project.

40.03 Termination for Cause



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40.03.01 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:

40.03.01.01 If the Design/Builder does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Design/Builder or others, may terminate the performance of the Design/Builder for cause upon seven (7) day written notice and assume possession of the Project site and of all materials and equipment at the site and may complete the Work.

40.03.02 In such case, the Design/Builder shall not be paid further until the Work is complete and a complete cost analysis is performed.

40.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, including liquidated damages, such remainder shall be paid to the Original Design/Builder. Otherwise, the Original Design/Builder shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract.

In the event the employment of the Design/Builder is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 41.02 shall apply.

ARTICLE 41. DESIGN/BUILDER'S INSURANCE.

41.01 Refer to Contract Agreement, Article 14 for insurance requirements. An insurance requirement summary is also provided in the RFP, Section 5 – RFP Conditions.

ARTICLE 42. INSPECTION OF DESIGN/BUILDER RECORDS BY OWNER.

42.01 Design/Builder shall establish and maintain books, records and documents (including electronic storage media) to reflect all income provided by SBBC under this Agreement, specific to the project. Some Design/Builder's Records, shall be open to review and/or reproduction, during hours acceptable to the Design/Builder, by SBBC's agent or its authorized representative.

42.02 Design/Builder Records Defined. For the purposes of this Agreement, the term Design/Builder Records shall include, some: project specific accounting records,



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payroll time sheets, cancelled payroll checks, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, change order estimating worksheets, some correspondence, and some change order files (including sufficient supporting documentation).

- 42.03 Design/Builder shall require all payees (examples of payees include Subcontractor, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Design/Builder and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractor and Sub-Subcontractor, material suppliers, etc.
- 42.04 Notice of Inspection. Owner's agent or its authorized representative shall provide Design/Builder reasonable advance notice (a minimum of two (2) weeks notice of any intended review.
- 42.05 Review Site Conditions. Owner's agent or its authorized representative shall have access to Design/Builder facilities and to any and all records specifically requested as allowed, directly related to this Agreement, and shall be provided adequate and appropriate work space if available.
- 42.06 Inspector General Audits. Design/Builder shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

ARTICLE 43. LAWS AND REGULATIONS.

- 43.01 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, Design/Builder shall within ten (10) days of the discovery of said law, ordinance or regulation, notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance may be made at Owner's discretion.
- 43.02 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Design/Builder shall within ten (10) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

ARTICLE 44. DISPUTE RESOLUTION.

- 44.01 The Owner and Design/Builder agree that, in the event of a dispute, the parties will attempt to resolve such dispute without litigation and that resolution through mediation procedures will be encouraged.



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- 44.02 The existence of a dispute between the parties shall not be the basis of the Design/Builder unilaterally electing to not continue performance pursuant to the terms of the Contract Documents.

ARTICLE 45. GOVERNING LAW.

- 45.01 The Contract shall be governed by the laws of the State of Florida.

ARTICLE 46. RIGHTS AND REMEDIES.

- 46.01 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 47. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

- 47.01 It is agreed that the Design/Builder shall not assign, transfer, convey or otherwise dispose any part of the contract or its right, title and interest in without previous consent of the Owner and concurred to by the Sureties.
- 47.02 If requested by Owner the Design/Builder agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Design Criteria Professional's determination that Design/Builder has defaulted under the Contract Documents. The Design/Builder shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the Subcontractor, equipment lessor or supplier, in the event of Design/Builder's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

ARTICLE 48. NON-DISCRIMINATION.

- 48.01 The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 48.02 **Equal Employment Opportunity (EEO)** - The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- 48.03 **Americans with Disabilities Act Amendments Act of 2008** - Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

END

ATTACHMENT-P

Design Builders Bid Breakout Forms

ATTACHMENT P

BID SHEET - BID BREAKDOWN

Division	Description	Amount (1)	
	Mob/Demob	include in sub total 1	
	Bonds & Insurance	include in sub total 1	
1	General Requirements	include in sub total 1	
2	Site Construction	include in sub total 1	
3	Concrete	include in sub total 1	
4	Masonry	include in sub total 1	
5	Metals	include in sub total 1	
6	Wood & Plastics	include in sub total 1	
7	Thermal & Moisture Protection	include in sub total 1	
8	Doors & Windows	include in sub total 1	
9	Finishes	include in sub total 1	
10	Specialties	include in sub total 1	
11	Equipment	include in sub total 1	
12	Furnishings	include in sub total 1	
13	Special Construction	include in sub total 1	
14	Conveying Systems	include in sub total 1	
15	Mechanical	include in sub total 1	
16	Electrical	include in sub total 1	
17	Technology & Communications	include in sub total 1	
	misc	include in sub total 1	
IGMP Sub Total 1			percentage of Sub Total 1
	Design		%
	Profit		%
	Owner Contingency		10%
Sub Total 2			
IGMP TOTAL			

NOTES:

1. A Design/Builder shall provide amounts as applicable in the spaces above for each division. Amounts for the Divisions are preliminary.



RFP 16-043C

Design Criteria Package

Blanche Ely HS Renovation

1201 NW 6 Avenue, Pompano Beach, Florida 33060

Project Number - P.001646

School Location Number: 0361

Approved: *Shelley N. Meloni* Date: *10/27/15*
Shelley N. Meloni, RA – Design Criteria Professional
Director of Pre-Construction, Office of Facilities and Construction

Contents:

- Attachment 1 – Design Builders Design Responsibilities
- Attachment 2 – Basic Design Phasing Requirements
- Attachment 3 – Identified Codes Regulations Standards
- Attachment 4 – Sample Permit Tracking Format
- Attachment 5 – Electronic Media Requirements
- Attachment 6 – Design Fees for Owner Changes

- Exhibit 1 - Site Location Plan
- Exhibit 2 - Single Line Building Diagrams
- Exhibit 3 - Existing Building Document Sets
- Exhibit 4 – HVAC Report
- Exhibit 5 – Roofing Report



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RFP 16-043C

Design Criteria Package – Blanche Ely HS

Design and Construction of HVAC Improvements, Building Envelope Improvements, Fire Sprinkler Installation, ADA Accessibility Improvements, STEM Lab Improvements, Media Center Renovations, Single Point of Entry, Outdoor Dining Canopy, and Weight Room Flooring Improvements.

INTRODUCTION - Scope of Work

Blanche Ely High School is a large campus comprised of thirty (30) buildings with most being two story single structure buildings and the remainder being single story. Work under this contract does not include Buildings 3, 5, 6, 7, 8, 9, 10, 11, 12, 19, and 21 that have been demolished.

The project scope is summarized as:

Building No.:1. - Re-roofing of building which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rail, hand rails and roof penetrations; Evaluation and replacement of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Investigate what is necessary in the way of improvements to provide a complete and functional fire protection system including Fire Sprinkler, Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Replacement of poor performing, defective, Unit Ventilators; Repairs to the building envelope and painting of the building exterior; Replacement of exterior building hardware; Improvements to the Media Center; Construction of single point of entry; Renovation/Improvements to the outdoor dining canopy; Provide ADA accessibility; ADA improvements to restrooms; Renovation to STEM laboratories.

Building No.:2. - Re-roofing of building which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rail, hand rails and roof penetrations; Evaluation and replacement of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Investigate what is necessary in the way of improvements to provide a complete and functional fire protection system including Fire Sprinkler and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Weight Room flooring replacement; Removal of two (2) overhead door assemblies and infill of openings; Repair of building exterior stucco; Exterior painting of building; ADA improvements to restrooms; Renovation to STEM laboratories.

Building No.:3. – N.I.C. Demolished

Building No.:4. – Evaluate and provide the necessary improvements to the chilled water system incorporating digital controls and inclusive of a new EMS system.



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Building No.:5. – N.I.C. Demolished

Building No.:6. - N.I.C. Demolished

Building No.:7. - N.I.C. Demolished

Building No.:8. – N.I.C. Demolished

Building No.:9. – N.I.C. Demolished

Building No.:10. – N.I.C.

Building No.:11. – N.I.C.

Building No.:12. – N.I.C. Demolished

Building No.:13. – Evaluation and replacement of all HVAC system components to ensure a complete and functional system(s) inclusive of a new EMS system; Repair of building exterior stucco; Exterior painting of building; Provide building ADA accessibility; ADA improvements to restrooms;

Building No.:14. – Evaluation and replacement of all HVAC system components to ensure a complete and functional system(s) inclusive of a new EMS system; Exterior painting of building; Provide ADA accessibility; ADA improvements to restrooms

Building No.:15. – Evaluation and replacement of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; ADA improvements to restrooms.

Building No.:16. – Re-roofing of building which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rail, hand rails and roof penetrations; Evaluation and replacement of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system;

Building No.:17. - Re-roofing of building which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rail, hand rails and roof penetrations; Evaluation and replacement of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system.

Building No.:18. – Re-roofing of building which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rail, hand rails and roof penetrations; Evaluation and replacement of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Renovation/Improvements to STEM laboratories; Repair of building exterior stucco; Exterior painting of building; Replacement of damaged exterior doors and frames; Replacement of exterior aluminum windows; Replacement of drywall system to the exterior walls on the buildings second floor.



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Building No.:19. – N.I.C.

Building No.:20. – Re-roofing of building which shall include all necessary associated Work including, but not limited to, expansion joints, copings, flashings, drains, gutters, down spouts, equipment curbs, stands, anchors, roof hatches, roof ladders, guard rail, hand rails and roof penetrations; Evaluation and replacement of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system.

Building No.:21. – N.I.C.

Building No.:26. – Evaluation incorporating digital controls and replacement of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system.

Building No.:27. – Roof mounted mechanical equipment hurricane anchoring.

Building No.:28. – Roof mounted mechanical equipment hurricane anchoring.

Building No.:30. - Roof mounted mechanical equipment hurricane anchoring.

The Work may have significant impact to on-going activities on the campus and as such a Work Plan shall be developed, reviewed with and agreed to by the School's Principal which shall be coordinated by the Owner's Project Manager.

BASIS OF DESIGN

The Design/Builder's Basis of Design concept shall be presented to the Owner for review and acceptance after which the Design/Builder shall produce the final Basis of Design document for acceptance by the Owner.

The Design/Builder shall also integrate the applicable SBBC design criteria, and current State, Local, and SREF Code requirements into the Design/Builders Basis of Design.

The Design/Builder shall deliver a "Turn Key" project including, but not limited to, Design, Construction, Certification and Acceptance, Testing, and Start-Up and warranty for all building components included in the project.

Alternative Designs

The Owner will evaluate any alternative design solution concepts.

Design Responsibilities

The Design/Builder shall follow the Design Builders Design Responsibilities as defined in Attachment-1 and shall review the requirements of the Basic Design Phasing Requirements as defined in Attachment-2 to determine the specific phasing and documentation required by the project.

The Design/Builder shall develop a detailed project schedule. The project schedule, to be approved by the Owner, shall identify the different phases of the work including design, design and permitting reviews,



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procurement and construction with milestones for construction start, Substantial Completion and Final Completion. Once this schedule is approved, it will become the Base Line Schedule for the Project. The schedule shall identify the detailed phasing of the construction work.

The Design/Builder shall survey/examine the existing site and/or facility, including all systems related or to be impacted by the specified scope of this design/build Project. Field dimensional verification shall be the responsibility by the Design/Builder.

The Design/Builder shall provide survey work required for design and construction and shall provide an official survey by a Surveyor, registered and licensed by the State of Florida, at the completion of the Project.

The Design/Builder shall extract the appropriate design and configuration requirements from the SREF Guidelines located on the SREF website (website link provided below).

The Design/Builder shall extract the appropriate SBBC design criteria, materials and systems requirements, as defined in the SBBC Design Standards. Note that alternates on any and all items will be considered (website link provided below). Material and equipment selections shall be a weekly agenda item for all design meetings and construction meetings.

The Design/Builder shall advise the Owner of any and all design and cost impacts as they occur, and provide Owner with recommendations and solutions for Owner's response and direction.

The Design/Builder shall develop/compose Project design concept or concepts addressing the requirements of the site, SREF, SBBC materials and standards and the Code requirements, and present the concept designs to the Owner for response, input and direction.

The Design/Builder shall investigate and integrate owner input and direction for further review until the concept plan is ready to be further developed in the schematic design stage.

After owner approval of design concept, the Design/Builder shall develop the selected concept through Schematic Design and then the Design Development, following the same review process, as noted above.

Simultaneously, the Design/Builder shall be developing and maintaining the construction cost status, including alternate pricing for any concepts or options requested by the Owner.

Design Document Reviews

Owner Design Reviews shall occur at the 30%, 60%, 90%, and 100% completion stages.

The 30% Design Review stage shall take place with all "Stakeholder's" present.

Prior to submittal to SBBC's Building Department, for their official review of the 60% and 100% design Documents, in-house reviews between OFC and the Design/Builder shall take place. After it has been determined and agreed, by OFC, that the design documents are ready for submittal to the Building Department, OFC's Project Manager will authorize the Design/Builder to proceed to submit the documents to the Building Department.

Building Department Reviews

The Design/Builder shall submit to the Chief Building Official at SBBC's Building Department, Design



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Documents at the 60% and 100% stages. All comments received from the Building Department at the 60% stage shall be addressed prior to submittal to the Building Department of the 100% design documents.

A 'stand up' review with the Building Department shall be arranged when the design documents are considered to be at 30% complete.

All meetings with the Building Official shall be coordinated through the Owner's Project Manager.

Construction

Final discussions relative to setting a project's GMP shall commence at the start of the 60% design development phase.

All construction activities shall be coordinated with and subject to acceptance by the Owner's Project Manager and the Principal of the School. Work efforts shall not unnecessarily impact the school's scheduled activities.

The Design/Builder shall be required to attend weekly construction Project Progress meetings with SBBC's Facilities Department Project Manager at which time the Design Builder shall review the project's progress. To facilitate this the Design/Builder shall provide a 3-week look-ahead schedule identifying the work that was scheduled for the current week and the work scheduled for the following 3-weeks. Inconsistencies between the Base Line Project Schedule and the work scheduled on the current 3-week-look-ahead schedule shall be discussed and resolved at the meeting.

The Design/Builder shall advise the Owner of any and all potential design, cost and schedule impacts as they occur, and to provide the Owner with recommendations and solutions for Owner's response and direction.

The Design/Builder agrees to furnish all necessary labor, material, services, hauling and disposal, equipment, machinery, tools, scaffolding, and any other items proper and or necessary to carry out and complete the Work in accordance with the permitted design, to accepted industry standards and in accordance with all State and Local codes and the Project Schedule.

ATTACHMENTS

Attachment 1 – Design Builders Design Responsibilities

Attachment 2 – Basic Design Phasing Requirements

Attachment 3 – Identified Codes Regulations Standards

Attachment 4 – Sample Permit Tracking Format

Attachment 5 – Electronic Media Requirements

Attachment 6 – Fee Schedule for Owner changes

EXHIBITS

Exhibit 1 - Site Location Plan

The enclosed Site Location Plans defines the area of the Project, and includes the building layout.-- Contractor laydown and work court areas to be coordinated with the Owner's Project Manager and the School Principal.

Exhibit 2 – Single line Building Diagrams.

Exhibit 3 – Existing Building Document Sets.

Exhibit 4 – HVAC Report

Exhibit 5 – Roofing Report



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REFERENCES - Further Information

Division 1 Specifications - provides project requirements and procedures that are design and process orientated. These documents require review, utilization and project specific modifications by the Design/Builder. These are online documents, see below for the link to this website.

General Conditions - provides project requirements and procedures. This document requires review, utilization, integration and compliance with by the Design/Builder.

The Document Submittal Checklist for Plan Review contains the specific Building Department requirements for each phase of the project's documentation and approval process that the Design/Builder's Design Professional shall utilize as a guide when submitting plans to the Building Department for review. This document is an online document, see below for the link to this website.

NOTE: The scope of this project may be such that not all of the particular steps and requirements identified in the individual components of this section are required. The expectation is that the Design/Builders Design Professional can make the appropriate determinations. Specific items can be reviewed with the Owner after selection of the Proposer.

ONLINE DOCUMENTS

Online Documents: The following documents shall be downloaded by the Design/Builder and are considered as Attachments and guideline requirements of the Design Criteria Package and of the Contract.

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
 - Specification Standards - Division 1 through 17
 - Document Submittal Checklist for Plan Review
 - Design Guidelines

Division-0 Specifications

<http://www.broward.k12.fl.us/constructioncontracts/D0docs.html>

Note the following:

For the Owners design and materials standards downloaded from the Owners website -The word Contractor shall be interpreted as the word Design/Builder in every instance that the word Contractor is used in these standards.

State Requirements for Educational Facilities (SREF) latest edition

<http://www.fldoe.org/edfacil/sref.asp>

- F.I.S.H. layering system for AutoCAD: **Note:** the laying system is not posted online. It can be requested through:
 - Facility Planning and Real Estate
 - 600 SE 3rd Avenue
 - Fort Lauderdale, FL 33312
 - 754-321-1932



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SBBC PROVIDED DOCUMENTS

Issued Documents are provided by SBBC as a courtesy to assist the Design/Build Proposers in their research and data collection process. SBBC does not guarantee the accuracy or completeness of these documents. The Design/Build Proposer retains full and sole responsibility to become familiar with the subject project(s), project site(s), and investigate and document all existing conditions.

In the event that a potential coordination, cross referencing, or typographical error is discovered by the Design/Build Proposer, the Design/Build Proposer is directed to immediately provide a Bidders RFI (RFP Attachment C). SBBC shall have the sole right to correct, explain and/or interpret any such error, and to provide such clarification via Addendum. In absence of a clarification, the Design/Builder Proposer shall include costs to cover the highest costing impact.

END

ATTACHMENT 1 - DCP

Design Builders Design Responsibilities

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Design/Builders Design Responsibilities

PART 1 – SCOPE OF SERVICES

PART 1 – ARTICLE 1 – Design/Builder's Responsibility

- 1.1.1. The Design/Builder agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by the Design/Builder pursuant to this Agreement.
- 1.1.2. The Design/Builder's designated Principal in Charge shall have full authority to bind and obligate the Design/Builder on all matters arising out of or relating to this Agreement. The Design/Builder will designate in writing an individual to serve as the Design/Builder's representative. The Representative is authorized and responsible to act on behalf of the Design/Builder with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Notice to Proceed. The Design/Builder acknowledges that the Representative has full authority to bind and obligate the Design/Builder on all matters arising out of or relating to the Notice to Proceed. The Design/Builder agrees that the Principal in Charge and the Representative shall devote whatever time is required to satisfactorily manage the Services to be provided and performed by the Design/Builder under the Notice to Proceed. Further, the Design/Builder agrees that the Principal in Charge and the Representatives shall not be removed by the Design/Builder without Owner's prior approval, and if so removed, must be immediately replaced with a person acceptable to the Owner, which approval and acceptance shall not be unreasonably withheld by the Owner.
- 1.1.3. The Design/Builder agrees that its staff, consultants and sub-consultants who will perform any Services under this Agreement are subject to Owner's reasonable approval. The Design/Builder's staff, consultants and sub-consultants who have been assigned to provide the services required under this Agreement shall be as listed on the Design/Builder and subcontractor personnel form. None of these staff, consultants and subcontractors shall be removed by the Design/Builder without the Owner's prior approval (such approval will not to be unreasonably withheld), and if so removed, shall be immediately replaced with a person or firm reasonably acceptable to the Owner. The Design/Builder further agrees, within fourteen (14) calendar days of receipt of a written request from the Owner, to promptly remove and replace the Representative, or any other personnel employed or retained by the Design/Builder, or any consultants or subcontractors or any personnel of any such consultants or subcontractors engaged by the Design/Builder to provide and perform any of the Services pursuant to the requirements of this Agreement. This request may be made by Owner with or without cause. If the Design/Builder is required to remove and replace a consultant or subcontractor without cause, an equitable adjustment shall be made to the compensation provided for in any Notice to Proceed to which such subcontractor or consultant may have been assigned. This listing is to be submitted to the Owner within 10 days of the receipt of the Notice to Proceed.

Attachment 1

- 1.1.4. The Design/Builder represents to Owner that it has expertise in the type of professional services that will be required under this Agreement. Drawings shall be prepared in electronic AutoCAD format and the Project Manual shall be prepared as an electronic Word document per the Owner's standards found in the on line Design Standards. By execution of this Agreement and any subsequent Notice to Proceed issued hereafter, if any, the Design/Builder acknowledges it has downloaded the most recent version of the Material and Design Standards as of the date of this Agreement and will follow, observe and design in accordance with the standards, requirements and conventions set forth therein. The Design/Builder agrees that all Services to be provided by the Design/Builder pursuant to this Agreement shall be subject to the Owner's reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, and design standards. Refer to Attachment Listing for on line document web addresses. In the event of any conflicts in these requirements, the Design/Builder shall promptly notify the Owner of such conflict in writing and coordinate with the Design Criteria Professional to resolve the conflict. The Owner's approval of any documents does not relieve the Design/Builder of its obligation to deliver complete and accurate documents necessary for successful completion of the projects per the requirements of the Notice to Proceed.
- 1.1.5. The Design/Builder agrees not to divulge, furnish or make available any non-public project information concerning the Services to be rendered by the Design/Builder to any third person, firm or organization, without the Owner's prior written consent, unless; the information is incidental to the proper performance of the Design/Builder's obligations hereunder, or, in the course of judicial or legislative proceeding where such information has been properly subpoenaed. The Design/Builder shall require all of its employees, agents, consultants and subcontractors to comply with the provisions of this paragraph.
- 1.1.6. Design/Builder agrees, for both itself and all of its consultants and sub-consultants, to comply with all of Owner's rules and regulations with respect to safety and security at the Owner's facilities.
- 1.1.7. Design/Builder expressly acknowledges and agrees that it is responsible for complying with all rules and regulations of the Jessica Lunsford Act. Further, Design/Builder shall comply with any rules or regulations implemented by the Owner in order to comply with the Jessica Lunsford Act.
- 1.1.8. The Design/Builder certifies that no person or consultant will be assigned to work on any work pursuant to this contract that pose any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor or property of the Owner. Further, the Design/Builder agrees to hold harmless the Owner and its officials and employees from any and all claims, suits, damages, costs, or attorney fees incurred as a result of any harm done to any student, employee, guest, vendor or property of the Owner by the Design/Builder's employees or consultants assigned to do work pursuant to this contract.
- 1.1.9. Conflict of Interest
 - 1.1.9.1. The Design/Builder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. The Design/Builder further represents that no persons having any a conflicting interest shall be employed to perform Services.

Attachment 1

- 1.1.10. The Owner may have one or more representatives visiting the site of the Project from time to time, or on a full-time basis, and the Design/Builder shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve the Design/Builder from any of its duties or obligations hereunder.
- 1.1.11. Design/Builder shall be responsible for reviewing all geological reports provided by the Owner with respect to the Project. The Design/Builder's design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event the Design/Builder has any questions or concerns about the contents of any such reports, the Design/Builder shall notify the Owner in writing within 14 days of the Design/Builder's receipt of any such geological reports. The Design/Builder and Owner will attempt to mutually resolve any such questions or concerns.
- 1.1.12. The Design/Builder shall immediately inform the Owner's Project or Program Manager of any quality concerns or issues which arise during the performance of this Agreement.

PART 1 – ARTICLE 2 – Services by Design/Builder's Own Staff/Consultants

- 1.2.1. The Services to be performed hereunder shall be performed by the staff, consultants and subcontractors identified on the Design/Builder and subcontractor Personnel form attachment, unless otherwise authorized in writing by the Owner.
- 1.2.2. The employment of, contract with, or use of the services of any other person or firm by the Design/Builder, as independent consultant or otherwise, shall be subject to the prior written approval of the Owner.
- 1.2.3. No provision of this Agreement shall, however, be construed as constituting an agreement between the Owner and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the Owner beyond such as may otherwise exist without regard to this Agreement.
- 1.2.4. All Owner communication with the Design/Builder's Consultants shall include the Design/Builder. All Owner direction shall be provided to the Design/Builder and not to the Design/Builder's Consultants.
- 1.2.5. All of the Design/Builder Contracts with the Design/Builder Consultants shall be in writing, signed by both parties and shall include the following provision:
 - 1.2.5.1. The Owner shall be recognized as a third-party beneficiary of this Agreement. Should the Owner terminate this Agreement with the Design/Builder, the Design/Builder shall, upon the Owner's request, obtain assignment of those of the Consultant's agreement(s) with the Design/Builder as elected by the Owner.
 - 1.2.5.2. Each of the Design/Builder agreements with a Consultant shall specifically provide that the Owner shall only be responsible to the Consultant for those obligations of the Design/Builder that accrue subsequent to the Owner's exercise of its right to take an assignment of such agreement.

1.2.5.3. Each of the Design/Builder's agreement with a Consultant shall require or provide that:

1.2.5.3.1. Nothing in the Contract Documents will create a contractual relationship between the Owner and the Consultant unless the Owner elects to accept contingent assignment of the agreement as provided herein.

PART 1 – ARTICLE 3 – Basic Services

1.3.1 Design/Build Contract Types

1.3.1.1 Provide complete professional architectural, engineering and/or other professional basic design services utilizing all necessary personnel, equipment and materials to perform the service as defined in the Notice to Proceed.

1.3.1.2 Complete those design services in accordance with the Project Development Schedule as developed by the Design/Builder from the Owners original schedule and finalized with Owner concurrence. See Attachment 3 for Owner's original schedule.

1.3.1.3 Participate in all meetings where the content of the design and construction documents will be coordinated and reconciled, as scheduled during any phase of the project.

1.3.1.4 Provide a Permitting Plan utilizing the sample tracking format as found in Attachment 4.

1.3.1.5 The Design/Builder shall attend a bi-weekly project design review meeting with representatives of the Design/Builder's Consultants throughout the design process, reviewing project budget, scheduling, scope, the Design Builder's development and progress, and any special issues related to the continuing progress of the project. The Design/Builder shall provide meeting minutes, sketches and other documents to illustrate progress and for the issues for the Owner's review and response.

1.3.1.6 The Design/Builder shall attend the weekly construction meeting during the construction phases. The Design/Builder shall provide Meeting Minute Commentaries for all noted design related and constructability related issues for resolution as well as for new issues presented in the meeting.

1.3.1.7 The Design/Builder will immediately investigate any non-conforming or suspect in place work or document issue that is brought to his attention by others or is discovered by the Design/Builders design consultants weekly site visit. The Design/Builder to provide written recommendations to the Owner for these types of issues for review and Owner direction. Note that the Contractor is required to document all of their document questions in the Request for RFI format. The RFI format may or may not be an electronic database type format.

1.3.1.8 The Design/Builder shall bear the costs of any plan reviews by the plan review authority (Building Department, or a Peer Plan Review Consultant) beyond the second submittal returned from the review labeled "revise and resubmit".

1.3.2 Standard of Care

1.3.2.1 The Owner's engagement of the Design/Builder is based upon the Design/Builders representations to the Owner that:

- 1.3.2.1.1 It is an organization of experienced Design/Builders, licensed to do business in Florida.
- 1.3.2.1.2 It is qualified, willing and able to perform the professional design services for the project.
- 1.3.2.1.3 It has past experience and ability to provide the professional design services for projects of similar size, and scope.
- 1.3.2.1.4 The Design/Builder shall perform its services consistent with the professional skill and care ordinarily provided by Design/Builders in the same or similar locality under the same or similar circumstances.
- 1.3.2.1.5 The Design/Builder shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

1.3.3 Approval of Documents

1.3.3.1 The Owner's approval of, or comments on, any of the documents submitted to the Owner by the Design/Builder shall not be deemed to have the required approval of any authority having jurisdictional review over the project or portions of the project.

1.3.4 Design/Builders Consultants

1.3.4.1 All services provided by the Design/Builders consultants shall be pursuant to appropriate Agreements between the Design/Builder and the Consultant which shall contain the provisions of this agreement pertaining to consultants and sub-consultants, and provisions that preserve and protect the rights of the Owner and the Design/Builder under this agreement. All such Agreements shall provide that the Design/Builder at the request of the Owner, shall assign or transfer to the Owner any and all claims or causes of action which the Design/Builder has, or may have against a consultant or sub-consultant as a result of, or relating to any acts of omission or commission of that consultant or sub-consultant.

1.3.4.2 Nothing in this Agreement shall create any contractual relationship between the Owner and the Consultants or Sub-consultants except as specifically noted herein. The Design/Builder is at all times liable for any and all negligent acts of omission or commission of its Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement.

1.3.4.3 The Design/Builder shall not change any Consultant without prior approval by the Owner.

1.3.4.4 The Design/Builder, not later than ten (10) calendar days after the date of this Agreement, shall submit a list of contact information for Consultants which includes contact names, firm addresses, phone, fax and e-mail addresses.

PART 1 – ARTICLE 4 – Maintenance of Records

1.4.1. The Design/Builder shall keep adequate records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by the Design/Builder for a minimum of three (3) years from the date of termination of this Agreement or the completion date of the project associated with the Notice to Proceed, whichever is longer; or such longer period of time as may be required by law. The Owner, or any duly authorized agents or representatives of the Owner, shall have the right to inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained. Such activity shall be conducted at the convenience of the Design/Builder.

1.4.2. The records specified above in paragraph 1.4.1 include all billing records and backup materials such as invoices, and timesheets for specific work as identified in a Notice to Proceed.

PART 1 – ARTICLE 5 – Contract Process / Procedures

1.5.1. Design/Build Contracts

1.5.1.1. Services to be provided by the Design/Builder shall be in accordance with the Notice to Proceed, all codes and standards and the Standard of Care such that the Project remains on schedule, is permitable, and is constructible using standard construction means. The RFP and the Notice to Proceed shall identify required owner review requirements. Design/Builder shall not provide any Services to the Owner unless they are in receipt of an executed Notice to Proceed. Any Services provided by the Design/Builder without a written Notice to Proceed shall be at the Design/Builder's own risk.

1.5.1.2. Upon execution of a Notice to Proceed, the Design/Builder agrees to promptly provide the Services required in accordance with the terms of this Agreement and the subject Notice to Proceed.

1.5.1.3. The Design/Builder shall have no authority to act as the agent of the Owner under this Agreement or to obligate the Owner in any manner or way.

PART 2 – DESIGN/BUILDER'S COMPENSATION

PART 2 - ARTICLE 1 - Compensation General

2.1.1. Refer to the agreement form and to specifications section 00700 General Conditions for payment terms and conditions.

2.2.1.1 Design Fees for any additional services shall be based on the Fee chart as shown on Attachment 6.

2.2.2 Supplemental Services

2.3.2.1 Refer to Attachment 7 for a listing of potential supplemental services that may or may not be requested.

2.2.3 Payment Process and Requirements

2.2.3.1 Design Services fees shall be as identified on the Design/Builders schedule of values.

2.2.3.2 Design/Builder shall submit a monthly MWBE Sub-Consultant Utilization Report on forms provided by the Owner. Refer to the reporting document found in Attachment 10. Note the mailing address for this document. Note that this form is different than the form the Design/Builder will utilize for construction.

2.2.4 Site Adapt Projects

2.2.4.1 It is understood that all School Board of Broward County Professional Service Agreements for design and other services include the provision for the Owner's optional re-use of drawings, specifications and other documents, and that the Design/Builder agrees to such re-use.

PART 2 – ARTICLE 2 - Payment

2.3 Payments to the Design Professional

2.3.1 Refer to the agreement form and to specifications section 00700 General Conditions for payment terms and conditions.

2.3.2 Termination or Suspension

2.3.2.1 Design/Build Contract types

2.3.2.1.1 The Design/Builder shall be considered in material default of this Agreement and such default will be considered cause for the Owner to terminate this Agreement and any Notice to Proceed in effect, in whole or in part, as further set forth herein, for any of the following reasons:

2.3.2.1.1.1 Failure to begin work under the Agreement within the times specified under the Notice to Proceed.

2.3.2.1.1.2 Failure to timely perform the Services to be provided hereunder or as directed by the Owner.

2.3.2.1.1.3 The bankruptcy or insolvency or a general assignment for the benefit of creditors by the Design/Builder or by any of the Design/Builder's principals, partners, officers or directors.

2.3.2.1.1.4 Failure to obey State education laws; ordinances; regulations; relative to the Contract.

2.3.2.1.1.5 Otherwise materially breaches this Agreement.

2.3.2.2 The Owner may so terminate this Agreement, in whole or in part, with or without cause, by giving the Design/Builder five (5) calendar days' written notice.

2.3.2.3 If, after notice of termination of this Agreement, it is determined for any reason that the Design/Builder was not in default, or that its default was excusable, or that the Owner otherwise was not entitled to the remedy against the Design/Builder provided for, then the notice of termination given shall