

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

Telephone: (754) 321-2600

Facsimile: (754) 321-2701

October 30, 2015

TO: School Board Members

FROM: Jeffrey S. Moquin
Chief of Staff

VIA: Robert W. Runcie *RWR*
Superintendent of Schools

SUBJECT: **Revision to Agenda Item J-1. Approve Authorization to Advertise for Design/Build Services - Bid Package 1 - and Approve the RFP Form - and Approve the Design/Build Standard Agreement Form - ~~RFP 16-065C~~ RFP 16-043C, for the November 3, 2015 Regular School Board Meeting**

Attached is a revision for Agenda Item J-1. Approve Authorization to Advertise for Design/Build Services - Bid Package 1 - and Approve the RFP Form - and Approve the Design/Build Standard Agreement Form - ~~RFP 16-065C~~ RFP 16-043C, for the November 3, 2015 Regular School Board Meeting.

Please note the RFP has been replaced.

RWR/JSM/SNM:ma
Attachment

c: Senior Leadership Team



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

REVISED

Special Order Request

☐ Yes

☒ No

Time

Open Agenda

☐ Yes

☒ No

ITEM No.:

J-1.

MEETING DATE

Nov 3 2015 10:15AM - Regular School Board Meeting

AGENDA ITEM

CONSENT ITEMS

CATEGORY

J. OFFICE OF FACILITIES & CONSTRUCTION

DEPARTMENT

Facilities & Construction

TITLE:

Approve Authorization to Advertise for Design/Build Services - Bid Package 1 - and Approve the RFP Form - and Approve the Design/Build Standard Agreement Form - RFP ~~16-065G~~ 16-043C

REQUESTED ACTION:

Approve the Authorization to Advertise for Design/Build Services for Bid Package 1, and approve the RFP Form, and approve the Design/Build Standard Agreement Form, RFP ~~16-065G~~ 16-043C

SUMMARY EXPLANATION AND BACKGROUND:

The Office of Facilities & Construction (OFC) is recommending approval of the Authorization to Advertise Design/Build Services for Bid Package 2 which consists of one project. A detailed scope of work for this project is included in the Executive Summary. Copies of all supporting documents are available online via the Broward County Public Schools eAgenda at: <http://webappe.browardschools.com/eAgenda/>.

SCHOOL BOARD GOALS:

☐ Goal 1: High Quality Instruction ☒ Goal 2: Continuous Improvement ☐ Goal 3: Effective Communication

FINANCIAL IMPACT:

All projects have been appropriated in the Adopted District Educational Facilities Plan (September 8, 2015) and in the District's Capital Budget.

EXHIBITS: (List)

(1) Executive Summary (2) ADEFP Pages (3) RFP 1 (4) RFP 2 (5) RFP 3 (6) RFP 4 (7) RFP 5 (8) RFP 6

BOARD ACTION:

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Shelley N. Meloni, Director

Phone: 754-321-1515

Name:

Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Jeffrey S. Moquin - Designee Chief Facilities Officer

Signature

Jeffrey S. Moquin

10/27/2015, 10:33:59 PM

Approved In Open
Board Meeting On: _____

By: _____

School Board Chair

EXECUTIVE SUMMARY

EXHIBIT 1

Approve Authorization to Advertise for Design/Build Services Bid Package 1 and Approve the RFP Form and Approve the Design/Build Standard Agreement Form RFP ~~16-065C~~ 16-043C

PROJECT OVERVIEW:

Type of Contract:	Design/Build
Design/Builder(s):	TBD
Notice to Proceed Date:	Planned date based on November 3, 2015 approval
Budget:	See below for individual project and package budget

GENERAL OVERVIEW:

The intent of this item is to seek approval of the Authorization to Advertise the Request for Proposals (RFP) for Design/Build services for the design and construction of the project included in Bid Package 1; approval of the RFP Form; and approval of the Design/Build Standard Agreement Form, RFP ~~16-065C~~. The RFP is designed to have QSEC select the top ranked firm. Upon QSEC's recommendation; a Board item shall be submitted to the Board with a recommendation to award the Design/Build package to the successful Design/Build firm. ***16-043C**

The RFP will focus on proposers' price, qualifications and the design/build project management approach. The RFP seeks an Initial Guaranteed Maximum Price (IGMP) as part of the evaluations criteria, and stipulates that the final GMP will be set at acceptance of the 90% design stage. The actual award will be based on the IGMP. The Standard Design/Build Agreement Form included herein addresses this specific project delivery strategy and outlines the explanations regarding the IGMP.

The following project scope is as approved in the September 8, 2015 Amended Adopted District Educational Facilities Plan.

Package 1 - Total Funds Allocated \$14,795,436:

P.001646 Blanche Ely High School - Budget \$14,795,436

This project entails the building renovation project at Blanche Ely High School. The scope of work shall include, but not be limited to, gymnasium accessibility, ADA stage lift, outdoor dining area renovation, fire sprinklers, single point of entry, weight room renovation, HVAC improvements, building envelope improvements (roof, window, exterior wall, etc.), STEM lab improvements, media center improvements, IAQ and fascia replacement, and test and balance.

The selection process for the Design/Build services shall be in accordance with Board Policy 7003. The Qualification Selection Evaluation Committee shall shortlist, interview, and recommend a firm be selected after evaluation of each proposer(s) proposal for the package. The Board shall award contract to the successful Design/Build firm.

Upon approval by the Board, Staff will advertise this project in the newspaper and place the RFP documents on demandstar.com. The advertisement will solicit competitive IGMP proposals and is expected to result in obtaining the best value for this Work from a qualified Design/Build firm who is pre-qualified to bid SBBC construction work.

REQUEST FOR DESIGN/BUILD PROPOSAL

RFP 16-043C
BID PACKAGE 1

EXHIBIT 3



The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair
Robin Bartleman
Heather P. Brinkworth
Abby M. Freedman
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie, Superintendent of Schools

Jeffrey S Moquin - Designee, Chief Facilities Officer
Paul Carland, General Counsel

Office of Facilities and Construction
Procurement and Warehousing Services

NOTICES TO ALL BIDDERS

Cone of Silence and Lobbyist Activities

For Cone of Silence requirements and for Lobbyist Activities restrictions, refer to Section 4, Introduction and General Information lines labeled 'Cone of Silence and Lobbyist Activities' (lines 4.11 and 4.12).

Pre-Qualification of Contractors Notice

The Builder (contractor) component of the Design/Build Proposer shall be Pre-Qualified for this project. NOTE: In order for proposals on this project to be accepted by the School Board of Broward County, Florida the bidder/proposer must be Pre-Qualified in accordance with 1013.46 F.S., State Requirements for Educational Facilities Ch. 4.1(1) and Board Policy 7003, at the time of the bid opening. Bids submitted from firms not in compliance with these requirements will not be opened.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement and Warehousing Services Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

REQUEST FOR DESIGN/BUILD PROPOSAL

RFP 16-043C
BID PACKAGE 1



The School Board of Broward County, Florida

Donna P. Korn, Chair
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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0501

REQUEST FOR DESIGN / BUILD PROPOSAL

RFP 16-043C BID PACKAGE 1

RFP Issue Date: December 10, 2015

RFP – Description of Scope

This RFP consists of one school Renovation Project.

A master schedule limited to milestones for each Project is required to be submitted with the Design Builders Proposal Package.

Coordination with of the schools' Principals shall be required regarding the construction and the limitations that may be necessary to protect students, teachers, and administrators as well as any school activities. The Design/Builder shall generate an Emergency Evacuation plan for each phase of each project in conjunction with each school's Principal. All coordination meetings shall be arranged through the Office of Facilities and Construction's Project Manager.

Refer to Section 1, for Project information and the associated project scope categories of work.

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(1 Project - \$14,795,436 Total Funds Allocated)

Project Scope Categories: Improvements to HVAC, Fire Sprinkler, Building Envelope, Facia Replacement, Single Point of Entry, Media Center, STEM Lab, Weight Room, ADA and Outdoor Dining Renovation.

SECTION 2.0 – RFP ATTACHMENT LISTING

2.1 RFP Attachments

Attachment A – Bidder's Request for Information Form

Attachment B – Bid Form – Document 00410

Attachment C – Bid Security Form – Document 00420

Attachment D – Required Response Form - Proposer Information Form

Attachment E – Sample Schedule Format

Attachment F – Design/Builder and subcontractor personnel

Attachment G – Minority/Women Business Enterprise Form

Note: Monthly reports are required for both the design and construction groups and are shown on different forms that are available in the SBBC's online documents identified below

Attachment H – Sample Agreement

Attachment I – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship Form – this form shall be submitted at the time of contract award

Attachment J – ACH Payment Agreement Form – this form shall be submitted at the time of contract award

Attachment K – IRS W9 – this form shall be submitted at the time of contract award

Attachment L – Drug Free Workplace – this form shall be submitted at the time of contract award

Attachment M – Design/Builder's Risk Analysis

Attachment N – Scope of Potential Self Performed Construction Services

Attachment O – General Conditions for Design/Build

Attachment P – Bid Breakout Forms

2.2 RFP Online Attachment Links

Online Documents: The following documents shall be downloaded by the Design/Builder and are considered as RFP and Contract Attachments, and requirements of the Contract:

Division 0 Specifications

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

Design Standards

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

- SBBC Design Criteria
 - Specifications – Division 1 through 17
 - Document Submittal Checklist for Plan Review
 - Design Guidelines

Note the following:

For the Owner's Design and Materials Standards downloaded from the Owner's 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 layering 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

Design Criteria Package – Exhibits – Online Link

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

The Design Criteria Package Exhibits are located in the file folder named above. The exhibits for the Design Criteria Package will reside in a folder with the name of the RFP number.

SECTION 3.0 - DESIGN CRITERIA PACKAGE

NOTE: Exhibits are to be downloaded from the website link provided on page 5 of this RFP document.

Design Criteria Package – Project 1-A - **Blanche Ely HS Renovation - P001646**

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

SECTION 4.0 – INTRODUCTION AND GENERAL INFORMATION

- 4.1 **School Inspection Schedule:** School will have 2, 1 day inspection periods. The inspection time will start at 12 noon and end at 5:00 PM.

<u>School</u>	<u>Dates</u>	<u>Project Manager</u>
Blanche Ely HS	December 15th and 16th	Daniel Minich

Project Manager Contact Information

<u>OFC Project Manager Name</u>	<u>Phone</u>	<u>E-mail</u>
Daniel Minich	754 321 1530	Daniel.Minich@browardschools.com

Design Criteria Professional

Shelley Meloni, RA.	754 321 1515	smeloni@browardschools.com
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- 4.2 The RFP will be posted on www.demandstar.com; however, all referenced documents are available at Reprografia: 'Reprografia', Division of Thomas Reprographics, 801 N. Andrews Ave., Fort Lauderdale, FL 33311, phone 954 525 0157, e-mail cad@reprografia.com. Downloading of online documents by the Proposer is also required.

- 4.3 **Questions and Interpretations:** Any questions, requests for clarifications or interpretations regarding any portion of this RFP during the Submittal preparation period (or reporting errors, inconsistencies, or ambiguities) shall be received no less than ten (10) days prior to the deadline due date for submitting the completed RFP response, and no questions or clarifications will be considered after this date. Respondents must submit Document 00220 – Bidders Request For Information Form (Attachment C) for all RFI requests and all RFI requests must be typed or printed. Questions not submitted on Document 00220 will not be considered. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement and Warehousing Services Department and provided to all Proposers. Address RFIs in writing to:

Ian Superville, Purchasing Agent
Procurement and Warehousing Services
7720 West Oakland Park Blvd, Suite 323, Sunrise, Florida 33351 (754) 321-0533 Fax
ian.superville@browardschools.com Email

- 4.4 **Contract Type – Design/Build With a Guaranteed Maximum Price:** A Design/Build Initial Guaranteed Maximum Price (IGMP) proposal shall be submitted. A final Guaranteed Maximum Price (GMP) shall be negotiated and established when the 90% Design Submittal Stage is accepted by the Owner. Final GMP negotiations will commence at the beginning of the design development stage and will conclude when the GMP is set. The Design/Builder shall start work on receipt of a fully executed NTP.

- 4.5 **Project Risks:** Analysis and tracking of potential project risks will be a continuing Design/Builder responsibility for this Project through design and construction. New risks identified will be discussed at the weekly project progress meeting to establish the validity of the potential risk, the date it is projected to be resolved, any impact to cost and or schedule, and the responsible party for the risk. When a risk has been resolved, the OFC Project Manager shall provide a satisfaction rating of the Design/Builder in its efforts in resolving the risk.

- 4.6 **Proposal Format:** The Proposal submittal format shall follow the organization and information identified in Section 7.0.

- 4.7 **Evaluation and Award:** All Proposals shall be evaluated by the Qualifications Selection Evaluation Committee based upon the information submitted by Proposers in response to this RFP and in accordance with the evaluation criteria established in Section 8.0. Based upon the evaluation of Proposals, the Committee will recommend the top

ranked Individual Proposer to the Superintendent of Schools who may then recommend the Proposer to the SBBC for award.

4.8 **Irrevocability of Proposal:** A Proposal may not be withdrawn before the expiration of 90 days after the date of the Proposal's opening.

4.9 **Proposal Submittal Requirements:** Refer to Section 7.0 for the formatting of the Proposal Booklet and the required information it shall contain.

4.9.1---One complete, original hard copy Proposal Booklet (clearly marked as "original") (Both the hard copy and electronic Proposal originals will constitute the original governing documents).

4.9.2---One complete, original electronic version (clearly marked as "original"). All electronic copies shall be placed in a protective envelope or box within the Complete Proposal.

4.9.3---Two (2) additional hard copy Booklets (which must be identical to the original Proposal except they shall be labeled as "copy").

4.9.4---Fifteen (15) additional electronic versions (labeled as "copy"). All electronic copies shall be placed in a protective envelope or box within the Complete Proposal.

4.9.5---The Cost of the Services includes 2 items that shall be submitted in a sealed envelope, along with, but separate from, the Proposal Booklets. This envelope shall be labeled "Cost of the Services" and shall contain the following executed Documents:

4.9.5.1 Attachment B – Document 00410 Bid Form for Provision of Labor and Material.

4.9.5.2 Attachment C – Document 00420 Bid Security Form or a Certified Check in the appropriate amount.

4.9.6--- The Complete Proposal Package shall be submitted in a sealed envelope (package, box, etc.) with the RFP number and name and the Proposer's name clearly labeled on the package.

4.10 **Liquidated Damages**

4.10.1 The Design/Builder shall pay the Owner the sum of:

Five Hundred Dollars (\$500) per day, for each calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. This applies to each separate school project.

4.10.2 It is acknowledged that the Design/Builder's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Design/Builder agrees that liquidated damages may be assessed and recovered by the Owner as against Design/Builder and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Design/Builder shall be liable to the Owner for payment of liquidated damages in the amount of Five Hundred Dollars (\$500) for each calendar day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Design/Builder shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

4.11 **Cone of Silence:** Any Proposer, or lobbyist for a Proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after the Procurement and Warehousing Services Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Procurement and Warehousing Services Department. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award. This prohibition does not apply to:

1. Telephone calls to the Procurement and Warehousing Services staff to request copies of this RFP, to confirm attendance, or request directions regarding an interview notification received;
2. Delivery of the Respondent's Submittal;
3. Discussion at the interview;
4. Delivery of written questions about the RFP; and/or
5. Review of background/contract documents at the staff offices.

4.12 **Lobbyist Activities:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail, or facsimile transmission to School Board Members, Superintendent, or Members of Senior Management, the group, association, organization or business interest she/he is representing.

- 4.12.1 A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain), represents a public or private group, association, organization, or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 4.12.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 4.12.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity, and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Members' Offices, or the Superintendent's Office and will be recorded on SBBC's website, www.browardschools.com.
- 4.12.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- 4.12.5 Senior-level employees and/or School Board Members are prohibited from lobbying activities for two years after resignation or retirement or expiration of their term of office.
- 4.12.6 The Office of the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.

- 4.13 **Preparation Cost of Proposal:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 4.14 It is the sole responsibility of the Proposer to assure and acknowledge it has received the entire Proposal and any and all Addenda.
- 4.15 It is the sole responsibility of the Proposer to assure that its Proposal is time stamped in the PROCUREMENT AND WAREHOUSING SERVICES DEPARTMENT at or before 2:00 p.m. EST on the date due.
- 4.16 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 4.17 No submissions made after the Proposal opening, amending, or supplementing the Proposal, shall be considered.

SECTION 5.0 – CALENDAR

December 10, 2015	Issuance of RFP 16-043C
December 17, 2015	Non-Mandatory Proposers' Conference 10 a.m. EST**.
January 7, 2016	Written questions due on or before 5:00 p.m. EST to Procurement and Warehousing Department.
January 14, 2016	Proposals due and stamped in at or before 2:00 p.m. EST. Proposal opening will begin at 2:15p.m. EST**.
January 19, 2016	Qualification Selection Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at 9:00 a.m.**
January 27, 2016	Posting of Recommendation.
February 10, 2016	Tentative School Board Award Date.
February 14, 2018	<u>Substantial Completion Dates</u>
April 24, 2018	<u>Final Completion Dates</u>

**These are public meetings held at the Procurement and Warehousing Services Department, 7720 West Oakland Park Boulevard, suite 323, Sunrise, Florida 33351. SBBC 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 and EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 6.0 - RFP CONDITIONS

- 6.1 **Evaluation Committees and Proposals:** State Statutes 119.071 and 286.0113 are adhered to by SBBC in the review and awarding of contracts.
- 6.2 **Public Record:** Proposer acknowledges that all information contained within their Proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 6.3 **Governing Law:** This RFP, and any award(s) resulting from this RFP, shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFP shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 6.4 **Advertising:** In submitting an RFP, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.
- 6.5 **Billing Instructions and Payment:** All payments made to the Design/Builder shall be made by ACH (Automated Clearing House). Monthly invoices shall be submitted in duplicate to the Project Manager for review and approval. Refer to the Contract Documents for the specifics. The ACH Payment Agreement Form is Attachment J. This form shall be submitted at the time of the execution of the Contract.
- 6.6 **Contract Value:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed as a result of this award. A contract may or may not be awarded. A Contract Award will be based upon the best interest of SBBC.
- 6.7 **Conflict of Interest and Conflicting Employment or Contractual Relationship:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods, or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees. This form is Attachment I to the RFP and shall be submitted at the time of Contract Execution. Any employees identified by the Proposer should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 6.8 **Disputes:**
- 6.8.1 In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- The Contract Documents resulting from the award of this RFP (if applicable) ; then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - Awardee's Proposal.
- 6.8.2 In case of any other doubt or difference of opinion, the decision of SBBC shall be put in writing and shall be final and binding on both parties.
- 6.9 **Public Entity Crimes:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a Proposal on leases of real property to a public entity, may not be awarded or perform work as a Design/Builder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

6.10 **Minority/Women Business Enterprise (M/WBE) Participation:** The target M/WBE goals for the project is 25% for the Design/Builder and 25% for Subcontractors.

6.11 SBBC's Supplier Diversity and Outreach Program administers a Minority/Women Business Enterprise (M/WBE) Program. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by a minority or women. M/WBE vendors that are participating in this project must be listed on the M/WBE Participation Form located in the Attachments of this bid package. **M/WBE participation is strongly encouraged.** If the Bidder is a certified M/WBE by SBBC, Bidder should also be listed on the M/WBE Participation Form.

M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity and Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity and Outreach Programs at 754-321-0550. SBBC's Supplier Diversity and Outreach Program works to increase the participation of minority and women business enterprise in construction and purchasing contracts. It is the intent of the Supplier Diversity and Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Proposal.

To find M/WBE firms to partner with during the term of this contract, please go to the following link:
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

6.11.1 Any participation by firms not certified by SBBC at the time of proposal will not count in the RFP evaluation process for the award of points in the Design/Builders M/WBE Participation Category. However, firms that are certified by SBBC after the proposal's tentative award, will count towards the Design/Builders M/WBE project goal attainment. The Design/Builder is to contact SDOP to provide the updated information.

6.11.2 For information on M/WBE Certification, or to obtain information on locating certified M/WBEs, contact SBBC's Supplier Diversity and Outreach Programs at 754-321-0550 or
<http://www.broward.k12.fl.us/supply/sdop/index.html>

6.11.3 The Awardee will be required to submit a Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report (Utilization Report, Attachment G) to the Supplier Diversity and Outreach Program, that will track payments to M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE(s).

6.11.4 Awardee must provide the Supplier and Diversity Outreach Program a 30-day written notice for substitution of an M/WBE Subcontractor.

6.12 **Protesting of RFP Conditions/Specifications:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing to the Director of Procurement and Warehousing Services Department. The formal written protest shall be filed within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the ten (10) calendar days. The formal written protest must be received on or before 5:00 p.m. EST of the 10th Calendar Day at the office of the Director of Procurement and Warehousing Services Department. Refer to Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, for the requirements for the written protest.

- 6.12.1 Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, Part VIII, within the time allowed for filing a bond shall constitute a waiver of proceedings.
- 6.13 **Posting of RFP Recommendations:** RFP Recommendations will be posted in the Procurement and Warehousing Services Department and on www.demandstar.com as noted on the Calendar (Section 5.0) or as modified by an addendum or by posting in the Procurement and Warehousing Services Department and at www.demandstar.com (under the document section for this RFP). The Recommendations will remain posted for 72 hours. It is the responsibility of each Proposer to ascertain any revised date for the posting of RFP Recommendations.
- 6.14 **Protest of Intended Decision:** Any person desiring to protest the Recommended Decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP Recommendation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The formal written protest must be received on or before 5:00 p.m. EST of the tenth (10) calendar day. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours.
- 6.14.1 Section 120.57(3)(b) Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting an "intended decision" shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. All documentation necessary for the protest proceedings will be provided electronically by SBBC.
- 6.14.2 Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320, Part VIII, within the time allowed for filing a bond, shall constitute a waiver of proceedings.
- 6.14.3 Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Fax filing will not be acceptable for the filing of bonds.
- 6.15 **Use of Other Contracts:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative agreements in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 6.16 **Assignment:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Procurement and Warehousing Services Department. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.

- 6.17 **Cancellation:** In the event any of the provisions of this RFP are violated by the Awardee, the Director of Procurement shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for cancellation of Award.
- 6.18 **SBBC Photo Identification Badge:**
Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents, or sub-Design/Builders performing duties under the contract to SBBC and who meet any or all of the three requirements identified above. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers, and employees of any liability in the form of physical or mental injury, death, or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- 6.18.1 SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.
- 6.18.2 Badging Service Vendor will be provided at time of contract discussions.
- 6.19 **Gratuities:** Proposers shall not provide any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools, and any Evaluation Committee Members for any reason during this entire Procurement Process.
- 6.20 **Withdrawal of RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the Proposal opening.
- 6.21 **Severability:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this provision shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 6.22 **Acceptance and Rejection of Proposals:**
- 6.22.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 7.0.
- 6.22.2 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 6.22.2.1 The Proposal is time-stamped at the Procurement and Warehousing Services Department after the deadline specified in the RFP.
- 6.22.2.2 Proposers found legally guilty of collusion among Proposers shall be rejected, and the participants to such shall be barred from future procurement opportunities until such time as they may be reinstated.

6.22.2.3 The Proposal shows non-compliance with applicable laws; or contains any unauthorized additions or deletions; is a conditional Proposal; is an incomplete Proposal; or contains irregularities of any kind.

6.22.2.4 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.22.2.5 The Proposer fails to complete or include any of the Category A or B required items, as defined in Section 6.0.

6.22.3 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.23 **Design/builder Workforce:** Not Applicable.

6.24 **OSHA:** The Proposer warrants that the work supplied by it to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

6.25 **Insurance Requirements**

6.25.1 The Design/Builder and Design/Builder's Architect shall furnish the Owner a Certificate of Insurance evidencing all types and amounts of insurance coverage's required by this contract have been obtained and are in full force and effect during the life of this contract within 10 days of Notice of Award or prior to commencement of the Work, whichever is sooner, by the Owner. Such Certificate(s) of Insurance shall include a minimum 30-day written notice to the Owner of any material change in coverage, policy terms, expiration, or cancellation.

6.25.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

6.25.3 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverage's maintained by the Owner. The School Board of Broward County shall be named as an additional insured under the Commercial General Liability policy and any other policy required by the agreement.

6.25.4 The Owner reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the life of this contract.

6.25.5 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Design/Builder shall relieve the Design/Builder of full responsibility to provide the insurance as required by this contract.

6.25.6 The Design/Builder shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions, unless the Design/Builder's insurance provides coverage on behalf of the subcontractor(s). When requested by the Owner, the Design/Builder shall obtain and furnish copies of a Certificate of Insurance evidencing coverage for subcontractor(s).

- 6.25.7 The Design/Builder will not be permitted to provide any products or services under this contract until the Design/Builder has obtained all insurances required hereunder and such insurances have been approved by the Owner. No payment will be made under the contract until satisfactory evidence of insurance is received.
- 6.25.8 The Design/Builder shall agree to a Waiver of Subrogation for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, the Design/Builder shall request a Waiver of Transfer of Rights of Recovery against others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which as a condition to the policy specifically prohibits such an endorsement, or voids coverage should Design/Builder enter into an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.
- 6.25.9 If any action by any person, firm or corporation is brought or threatened against the Owner or against the Design/Builder and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Design/Builder.
- 6.25.10 Minimum limits of insurance
- 6.25.10.1 COMMERCIAL GENERAL LIABILITY: The Design/Builder shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, and Contractual Liability, to cover the indemnification language set forth herein. Limits shall not be less than \$2,000,000 per occurrence; \$2,000,000 general aggregate. The aggregate limit shall apply per location/project. Products Completed Operations aggregate shall apply per location/project with limits not less than \$2,000,000 and must be maintained for not less than three (3) years following completion and acceptance by Owner. The Owner shall be named as an Additional Insured under the Commercial General Liability policy.
- 6.25.10.2 BUSINESS AUTOMOBILE LIABILITY: Design/Builder shall maintain Business Automobile Liability insurance covering all owned, non-owned, rented or hired vehicles used in connection with this contract, in amounts not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- If Design/Builder does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:
- _____ [Design/Builder Name] does not own any vehicles. In the event insured acquires any vehicles throughout the term of this contract, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.
- 6.25.10.3 WORKERS' COMPENSATION: Design/Builder shall maintain Workers' Compensation insurance for all of its employees connected with the provided services as described in this contract in accordance with Florida Statutory limits, and Employers Liability insurance with a limit of not less than (\$500,000/\$500,000/\$500,000) per accident. In the event the Design/Builder utilizes a professional employer

organization arrangement, the Design/Builder must still provide evidence of Workers' Compensation coverage for Design/Builder (Design/Builder identified as first named insured).

6.25.10.4 PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE: The Design/Builder's Architect shall procure Professional Liability Insurance in the manner described herein. The Professional Liability Insurance must provide for all sums, which the Design/Builder's Architect shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Design/Builder or any person employed or acting on the Design/Builder's behalf (including, but not limited to, Professional Consultants and Sub-Consultants) in connection with this Contract. The deductible shall not be more than fifty thousand (\$50,000) dollars for each policy and must be indicated on the certificate of insurance. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Design/Builder to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project. The insurance policy shall be non-cancelable and the limits of the Professional Liability Insurance Policy shall be as follows:

6.25.10.4.1 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

- A. One Million (\$1,000,000) Dollars on a per claim/One Million (\$1,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is less than Five Million (\$5,000,000) Dollars.
- B. One Million (\$1,000,000) Dollars on a per claim/Three Million (\$3,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is between Five Million One (\$5,000,001) Dollars to Ten Million (\$10,000,000) Dollars.
- C. One Million (\$1,000,000) Dollars on a per claim/Five Million (\$5,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One (\$10,000,001) Dollars.

6.25.10.4.2 The Design/Builder and/or Design/Builder's Architect shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating five (5) years after final completion of said projects. In addition, the Design/Builder and/or Design Builder's Architect shall provide the total number of claims filed against said practice policy on an annual basis to The School Board of Broward County, Florida, deems appropriate.

6.25.11 Certificate of Insurance Requirements: Prior to the commencement of any Work, as evidence of required coverage, Design/Builder and Design/Builder's Architect must provide a Certificate of Insurance to The School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County's Certificate Tracking System at 1-866-897-0425.

6.25.12 Acceptability of Insurance Carriers: The insurance policies must be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Services.

6.25.13 ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

6.25.13.1 Shall clearly identify The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.

6.25.13.2 Shall indicate General Aggregate Limit Applies Per Project.

6.25.13.3 Shall clearly indicate the Project Number and Project Name to which coverage applies.

6.25.13.4 Shall clearly indicate Contractual liability is included.

6.25.13.5 Shall indicate all liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

6.25.14 BOARD PROVIDED BUILDER'S RISK INSURANCE PROGRAM

6.25.14.1 Board to maintain Builder's Risk Insurance Program: Except as otherwise provided, the Board shall maintain a builder's risk insurance policy on behalf of the Design/Builder and its Subcontractors, in effect at the time that Notice to Proceed is received by Design/Builder.

6.25.14.2 Board Builder's Risk Insurance Program for the Design/Builder and its Subcontractors will be limited to Covered Loss resulting from damage or destruction of property while such property is at the construction jobsite of the Project as described in this Contract.

6.25.14.3 No Coverage on Design/Builder's Tools or Equipment: The coverage under the Board Builder's Risk Insurance Program will be limited to property which has been, or is intended to be, incorporated into the Work as part of the contract price for which title has either been passed to the Board, or is intended to pass to the Board.

6.25.14.4 Responsibility of the Deductible: The Design/Builder shall be solely responsible for the first \$20,000 of Covered Loss in any one occurrence for any covered peril. If the deductible on the Board Builder's Risk Insurance Program applicable to the Covered Loss exceeds the \$20,000 for which the Design/Builder is responsible, the Board shall be responsible for that portion of Covered Loss incurred by the Design/Builder and its Subcontractors in excess of \$20,000 up to the amount of the deductible in the Board's Builder's Risk Insurance Program.

6.25.14.5 Commencement of the Board Builder's Risk Insurance Program: The Board Property Insurance Program shall commence with respect to the Work at the later of the date Notice to Proceed is received by the Design/Builder under this contract or commencement of Work at the construction jobsite of the Project as described in the Contract.

6.25.15 Termination of Board Property Insurance Program: Coverage under the Board Builder's Risk Insurance Program for the Design/Builder and its Subcontractors shall terminate at the earliest of:

- A. With respect to any completed portion of the Work, if the Board elects to occupy and/or use such completed portion of the Work prior to Substantial Completion, the date the Board first occupies or uses such completed portion of the Work; or
- B. If work by the Design/Builder is permanently abandoned or terminated prior to Substantial Completion, at the time such work is permanently abandoned or terminated; or
- C. Termination of the Contract by the Board.

6.25.16 Board Property Insurance Program Subject to Limitations: The rendering of the Board Builder's Risk Insurance Program shall not constitute any representation by the Board with respect to the adequacy of the insurance to protect the Design/Builder or its Subcontractors against property insurance type losses. The Board emphasizes that coverages in the Board Builder's Risk Insurance Program is limited in scope and do

not necessarily include all insurance coverages, either desirable or normally maintained by the Design/Builders or Subcontractors. Except as otherwise specifically provided in the Contract, the providing of the Board Builder's Risk Insurance Program shall not be construed to be a limitation on the nature or extent of the Design/Builder's or its Subcontractors' obligations under this Contract nor to relieve the Design/Builder or its Subcontractors of any such obligations.

NOTICE OF CLAIM UNDER BOARD BUILDER'S INSURANCE PROGRAM: In addition to, and not in lieu of, any other notice required under this Contract, if a Contractor or its Subcontractor suffers injury or damage to property which might result in Covered Loss under the Board Builder's Risk Program, written notice of such injury or damage shall be given to the Division of Risk Management of the School Board of Broward County, as soon as practical, but not exceeding seven (7) day after first observance of such injury or damage. The notice shall provide sufficient detail to enable the Division of Risk Management or its designee, to provide an initial report to the Board's insurers and to properly investigate the matter. Notification shall be directed to the SBBC Risk Management Division at (754) 321-1900.

COOPERATION OF CONTRACTOR AND SUBCONTRACTORS: The Contractor and all of its Subcontractors shall assist the Board and the Board's insurers and fully cooperate in respects to reporting, investigation and adjusting of claims under the Board Builder's Risk Insurance Program whether or not involving the respective Contractor or Subcontractor.

WAIVER OF SUBROGATION: To the extent such insurance permits, and then only to the extent Board collects under the Board Builder's Risk Program, SBBC waives any and all claims against Contractor or Subcontractors and their respective agents, servants and employees, for loss or damage to Board's property. To the extent such insurance permits and then only to the extent the Contractor collects under its property insurance coverage, Contractor waives any and all claims against Board and its agents, servants and employees for loss or damage to Contractor's property. Contractor shall require all Subcontractors to waive, to the extent such insurance permits and then only to the extent such Subcontractor collects under its property insurance coverage, any and all claims against SBBC and its agents, servants and employees for loss or damage to such Subcontractor's property.

BOARD'S RIGHT TO TERMINATE, MODIFY OR REPLACE: The Board reserves the right to terminate whole or in part or modify the Board Builder's Risk Insurance Program. In the event of termination or modification, whether initiated by the Board's or its insurers, the Board will assume the responsibility for that portion of any loss suffered by the Contractor or its Subcontractors which would have been covered by the Board Builder's Risk Insurance Program.

6.26 Awardee Accounting Records and Right to Audit Provisions:

- 6.26.1 Design/ Builder's "records", as referred to in this contract, shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Design/Builder records which may have a bearing on matters of interest to the Owner in connection with Design/Builder's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Design/Builder compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the Design/Builder or his payees. Design/Builder shall require all payees (examples of payees include Subcontractors, 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 Subcontractors and Sub-

Subcontractors, material suppliers, etc. Design/Builder will cooperate fully and will require Related Parties and all of Design/Builder's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

6.26.2 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Design/Builder's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

6.26.3 Owner's authorized representative or designee shall have reasonable access to the Design/Builder's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

6.26.4 Design/Builder shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts, which include such provisions, shall be reason to exclude some or all of the related payees' costs from amounts payable to the Design/Builder pursuant to this contract.

6.26.5 If an audit inspection or examination in accordance with this Article, and finds that Design/Builder overcharged Owner, the Design/ Builder shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater than \$25,000.00, Design/Builder shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Design/Builder and Owner. If such amounts owed Design/Builder are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Design/Builder hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

6.27 **Liability:** Refer to Attachment H - Sample Contract, Article 17. Liability Clause.

6.28 **SBBC Information Security Guidelines:** It is the responsibility of the Design/Builder to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from the Design/Builder's equipment and all access privileges must be revoked. Final payment will be withheld until the Design/Builder has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

SECTION 7.0 – REQUIRED - PROPOSAL FORMAT and RESPONSE INFORMATION

7.1 SBBC's Procurement and Warehousing Services Department shall determine whether each Proposer has addressed and provided all RFP submittal requirements. SBBC's Procurement and Warehousing Department shall identify the status of completion for each Bidders proposal on a spreadsheet for the Evaluation Committee's use.

7.2 It is required that Proposals be organized in booklet format in the manner specified below and with the information as identified.

Proposers Submittal Booklet

7.2.1 Booklet Title Page

Line 1 Include RFP number and name

Line 2. The Original RFP Due Date

Line 3 The name of the Proposer (company/firm name)

Line 4 Company/firm address

Line 5 Company telephone number

7.2.2 Category A – General

Booklet Section A1 Table of Contents: Include a clear identification of the material by categories and section number and by page number.

Booklet Section A2 Letter of Responsibility: Include the names of the persons who will be authorized to make decisions for the Proposer for this proposal, and for the Organizational and Construction efforts that may result from this RFP. Provide titles, work addresses, telephone numbers, and e-mail addresses. Letter to be on Company Letter head and signed by an Officer of the Company.

7.2.3 Category B – Required Forms, Licenses, Certificates, History

7.2.3.1 Required Forms

The Required Response Form can be completed in ink or typewritten. The signed "original" Required Response Form shall be submitted within the Proposal Package labeled as the "original."

7.2.3.1.1 Joint Venture Proposers shall refer to Attachment D for special instructions for completing this form.

Booklet Section B1 Required Response Form: Modifications or alterations to this form shall not be accepted and will cause the Proposal to be rejected and not reviewed. The Required Response Form shall be the only acceptable form. The form with the Original Signature shall be in the Proposal Package labeled "Original." The Required Response Form is Attachment D.

7.2.3.2 Licenses and Registrations (Florida)

7.2.3.2.1 Proposer shall possess the required licenses and/or registrations required by Florida Statute to perform the proposed services. Proposer shall provide evidence of possessing the required licenses and/or registrations in the form of copies of documents received from the governing authorities.

Booklet Section B2 Licenses and Registrations (Florida): All appropriate licensing numbers shall be provided on a list. This list to include type of license or registration license number and name of license holder. Examples include:

1. Firms Construction Licenses and Registrations
2. General Contracting Licenses

3. Proof of M/WBE Certification as applicable
 4. Firms Architectural License/Registration as applicable
 5. Architectural License/Registration
 6. Structural License/Registration
 7. Mechanical Engineering License/Registration
 8. Electrical Engineering License/Registration
 9. Civil Engineering License/Registration
- Continue as appropriate

Booklet Section B3 Proposer History: Provide a listing of current and former business entities that the Proposer is operating under and has operated under in the past. Letter to be on Company letterhead and signed by an Officer of the Company.

7.2.4 **Category C - Experience and Qualifications**

Booklet Section C1 Executive Summary: Submit a brief abstract, of approximately three pages, stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of the RFP.

Booklet Section C2 List of Projects: Provide a list of projects successfully completed over the last ten (10) years similar in nature to the proposed Project (size, type, cost, or complexity). Provide a separate list of projects currently in progress. Include names, titles and contact information for principal, agent or owner of each project. Include commencement and completion dates, construction cost (where not deemed confidential), and a summary scope of the work.

Booklet Section C3 Litigation: Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

Booklet Section C4 Initial Milestone Schedule: Utilizing the Sample Milestone Schedule format as provided in Attachment E, Indicate anticipated durations for the indicated milestones.

7.2.5 **Category D – Scope of Services:**

Booklet Section D1 Scope of Potential Self-Perform Services: Utilizing Attachment N, Indicate those services that the Proposer can provide using its own employees.

Booklet Section D2 Design/Builders Intended Staffing:

7.2.5.1 Design/Builders Intended Staffing

7.2.5.1.1 Provide the Names of the Management Staff intended for use on this Project. Identify the Company Officer to be in charge of this Project. Identify the intended Senior Project Manager, the Construction Manager, the primary site Superintendent for each project. Match the format as provided in Attachment F. Provide a resume for each individual.

7.2.5.1.2 Provide an Organizational Chart.

7.2.5.1.3 For each determined subcontractor, provide the Names of the Staff intended for use on this Project. Identify the Company Officer to be in charge of this Project. Identify their Senior Project Manager and the primary site superintendent. Match the format as provided in

Attachment F. Note: Complete subcontractor information is required prior to the first application for payment for construction activities.

Booklet Section D3 Design/Builders Risk Analysis:

7.2.5.2 Design/Builder shall provide a listing of potential risks that may arise during construction of the Project. The Contractors Risk Analysis shall clearly convey their approach to the Project, including their decision regarding the allocation of risks such as, but not limited to, the status of the local construction market, on-site safety, the schedule, the budget and the correction of problems due to design errors or changes. The identified risks to be listed numerically providing a description of each potential risk and how the Design/Builder has addressed the risk relative to the bid price. Items of risk shall be listed in the format as shown in Attachment M.

Booklet Section D4 Design/Builders Initial Schedule:

7.2.5.3 Provide the dates for the milestones identified on this Sample Schedule for each Project matching the format of Attachment E – Sample Schedule.

7.2.6 Category E - Supplier Diversity and Outreach Program:

Booklet Section E1 M/WBE Firms for Intended Use: Identify the SBBC M/WBE firm or firms who may be working with you on this engagement utilizing Attachment G, Minority/Women Business Enterprise (M/WBE) Participation Form. Note: A copy of each M/WBE Subcontractors SBBC's M/WBE Certificate shall be provided within this section.

7.2.6.1 Scoring of M/WBE Participation

For solicitations where a contract is awarded based on an evaluation criteria, the SBBC shall award a maximum of ten (10) points for fifty percent (50%) M/WBE Participation as listed in the Evaluation Point Tables below. At the time the proposal is submitted, the proposer shall identify all M/WBE firms (if any) which will be utilized by using the M/WBE Participation Form and Statement of Intent Form. The Letter of Intent submitted with the proposal reflects the intent of the parties (prime and subcontractor) to establish a business relationship as well as the type of work and percentage of work that the subcontractor will perform.

2 Points For M/WBE Design Builder	
M/WBE Design Builder	2.0 Points

4 Points For M/WBE Subcontractor Participation at the Design Build Team Level Architect and Engineering	
≥ 25%	4.0 Points
≥ 20%	3.0 Points
≥ 15%	2.0 Points
≥ 10%	1.5 Points
≥ 5%	1.0 Points

4 Points For M/WBE Participation at the Subcontractor Level	
≥ 25%	4.0 Points
≥ 20%	3.0 Points
≥ 15%	2.0 Points
≥ 10%	1.5 Points
≥ 5%	1.0 Points

7.2.7 **Category F - Electronic Versions of Proposal:** The following shall not be bound in the proposal booklet, but shall be placed in a protective envelope or box, within the Proposal Package. (Flash Drives are acceptable in lieu of CDs).

7.2.7.1 one (1) CD labeled 'Original' (RFP # and firm name)

7.2.7.2 fifteen (15) CDs labeled 'Copies' (RFP # and firm name)

7.2.8 **Category G – Cost of Services:**

7.2.8.1 There are two (2) components to the Cost of Service – Category G.

7.2.8.1.1 Bid Forms

The following 2 components shall not be bound in the Bidders Proposal Booklet. These two (2) items shall be placed in the Proposal Package in a single separate envelope as described in the Section 4, line 4.9, Proposal Package Requirements.

--Attachment B - Document 00410 Bid Form for Provision of Labor and Materials shall be completed and executed.

--Attachment C - Document 00420 Bid Security Form completed and executed; or a Certified Check in the amount required.

7.2.8.1.2 Bid Breakout

The bidders shall provide a bid breakout utilizing the format provided in Attachment P- Bid Sheet –Bid Breakdown.

7.2.8.2 Cost of Service Scoring.

7.2.8.2.1 There will be a maximum of 40-points allocated for the cost of services with 35-points awarded to the Design/Builder submitting the lowest IGMP price.

7.2.8.2.2 Each Design/Builder submitting an IGMP price at or below the "Total Funds Allocated" for the Bid Package shall be awarded an additional 5-points.

7.2.8.2.3 The cost of services from all Proposers, shall be ranked in order from the lowest IGMP to the Highest IGMP and have points awarded in proportion to the Low Proposer.

7.2.8.2.3.1 Points Awarded Calculation

LPc = Lowest proposed cost

HPc = Highest proposed cost

Pc = Proposers cost

$[1 - \{ (Pc - LPc) / (HPc - LPc) \}] * 35 = \text{proposers awarded points}$

7.2.8.2.3.2 Example

Assume there are four proposals that were \$1, \$2, \$3, \$4.

The proposal with \$1 will be allocated 35 points; the proposal with \$4 will be allocated 0 points. The remaining two proposals will receive points on the basis of the above formula.

\$2 proposal

$[1 - \{ (\$2 - \$1 / \$4 - \$1) \}] * 35 = [1 - \{1/3\}] * 35 = .67 * 35 = 23.45 = 24 \text{ points}$

Booklet Section G1 Bid Breakout Form: Bidders Breakout, Attachment P, shall be in this Booklet Section.

SECTION 8.0 – EVALUATION OF PROPOSALS

8.1 **Evaluation of Qualifications** - The Qualification Selection and Evaluation Committee (**QSEC**) shall evaluate all Qualified Proposals by the following Categories. After review and evaluation of each proposal, QSEC members shall assign scores for each category of each proposal based on the member's own evaluation. The possible points given for each sub-category ranges from 0 - 5, 0 - 10, 0 - 15, 0 - 20 or 0 - 40, depending on the category.

8.1.1 QSEC members shall NOT score Category G – Cost of Services. Such scores shall be calculated by District staff and announced after the scoring of all other categories by QSEC members has concluded, and such scores have been collected.

CATEGORY

MAXIMUM POINTS

C - Experience and Qualifications (maximum 20 points)

C.1	Executive Summary	15
C.2	List of Projects	5

D - Scope of Services (maximum 30 points)

D.1	Scope of the Design/Builder Services	5
D.2	Design/Builder and Prime Subcontractors Staffing	5
D.3	Risk Analysis	20

E - Supplier Diversity & Outreach Program (maximum 10 points)

NOTE: Points for Category E shall be provided by the M/WBE Coordinator for consideration and use by QSEC members. However, the points provided may be changed by individual QSEC members if desired.

E.1	Minority/Women Business Enterprise (M/WBE) Participation	10
-----	--	----

G – Costs of Service (maximum 40 points)

*NOTE: Points for Category G shall be calculated by staff -- **NOT** by QSEC members.*

G.1	Initial Guaranteed Maximum Price (IGMP)	40
TOTAL		100

8.2 QSEC shall rank all proposers. The highest ranked proposer shall be the proposer with the most total points. Should two or more proposers receive the same total number of points, the proposer with the lowest IGMP shall be determined to be the highest ranked proposer. All subsequent rankings shall be determined in the same manner as set forth above.

8.3 The Initial Guaranteed Maximum Price (IGMP) set forth in the highest ranked proposer's proposal shall be established as the IGMP in the resulting Design-Build Agreement.

8.4 After ranking and selection of the highest ranked proposer for the package, QSEC shall recommend approval of award of the Design-Build Agreement to the successful Design Build Firm. A Notice of Intent shall be issued and preliminary coordination shall commence with the Office of Facilities and Construction.

8.5 **Award:** The Agreement resulting from these discussions shall be governed by the laws of the State of Florida, and shall have venue established in the 17th Court of Broward County, Florida or the United States Court of the Southern District of Florida.

ATTACHMENT-A

BIDDER'S REQUEST FOR INFORMATION (RFI) FORM



The School Board of Broward County, Florida
Supply Management & Logistics Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00220a: Proposer's Request for Information

To: Purchasing Agent
Supply Management & Logistics Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

Date: _____

(For Owner's Use Only) Bidder's RFI No.:
--

Bid Package Number:

School Name:

Project Number:

Category:

- ☐ Information not shown on RFP Documents
- ☐ Interpretation of RFP Documents
- ☐ Conflict in RFP Requirements
- ☐ Coordination

Reference:

- ☐ Spec/Project Manual Reference
- ☐ Other:

Subject: _____

Question:

Attachments:

Bidder:

Company Name
& Address:

Phone:

By: _____

Signature

Title

ATTACHMENT-B

**BID FORM
DOCUMENT 00410**

Document 00410
Bid Form For
Design/Build –Bid Package
The School Board of Broward County, Florida

Submitted: _____
(Bid Opening Date)(Completed by Bidder)

Submitted By: _____
(Bidder Name)(Completed by Bidder)

To: The School Board of Broward County, Florida

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is (are) named herein and that no other person than herein mentioned has any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal.

The Bidder further declares that it has examined the school project sites of the work within each Bid Package and informed itself in regard to all conditions pertaining to the places where the work is to be carried out; that it has examined the Design Criteria and the Design Responsibility Requirements for the work and examined all DB RFP Documents included in this DB RFP prior to the submittal of this Proposal, and satisfied itself to the scope of work to be performed.

The Bidder proposes and agrees, that if this proposal is accepted, to contract with The School Board of Broward County, Florida for an amount not to exceed Bidder's Initial Guaranteed Maximum Price (IGMP) as described in the Design/Build Request for Proposal, and to provide all necessary Design, Construction and Warranties for the separate School Projects as described in the Design Criteria Packages identified and provided in the DB RFP, and to perform all work in full and complete compliance with the Contract Documents and Bid Documents to the full and complete satisfaction of The School Board of Broward County, Florida, for an amount not to exceed an Initial Guaranteed Maximum Prices(GMP) as noted below:

Bid Package
Initial Guaranteed Maximum Price (IGMP)

Written Amount: _____

Figures: _____

In case of discrepancy, the amounts shown in words shall govern.

The Bidder proposes and agrees to commence work under this Contract within five (5) days from the date which will be stipulated on Document 00550, Notice To Proceed, and shall

ATTACHMENT B

complete all work there under within the number of consecutive calendar days as stipulated within the contracting documents and to meet the specific dates set forth.

The Bidder agrees that, in case of failure on his part to execute the said Contract and provision of the Bond as required by The School Board of Broward County, Florida within ten (10) consecutive calendar days after receipt of Document 00510, Notice of Award, the check or bid security (bond) accompanying this Bid, and the monies payable thereon, shall be paid into the funds of The School Board of Broward County, Florida, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this Proposal shall be returned to the undersigned.

The bid bond is to be based on the Guaranteed Maximum Price as proposed above.

Attached hereto is a Certified Check on the

Bank of _____

Or

The bid bond, utilizing the form of attachment E, by a U.S. Treasury Department approved company.

Written: _____

Figures: _____

In the amount of:

5% of the highest GMP as listed above, made payable to The School Board of Broward County, Florida.

Respectfully submitted,

(Corporate Seal)

Attest:

Design/Builder

By:

Seal

Secretary

President

Witness

Witness

Contractor

Construction Industry Licensing Board Registration # _____

State Certification # _____ or Broward County Certification # _____

Qualifying Individual: _____

Each Bidder must list the names of its officers and its directors, as well as any stockholders holding 20% or more of the total corporate shares. Business entities, other than corporations, shall list the real parties in interest of the company as well as all officers.

_____	_____
_____	_____
_____	_____

ADDENDA RECEIPT: Bidders shall acknowledge below the receipt of any and all Addenda, if any, to the plans and specifications, listing the Addenda by numbers and dates, respectively.

Addendum No.: ____ Date: _____	Addendum No.: ____ Date: _____
Addendum No.: ____ Date: _____	Addendum No.: ____ Date: _____
Addendum No.: ____ Date: _____	Addendum No.: ____ Date: _____
Addendum No.: ____ Date: _____	Addendum No.: ____ Date: _____
Addendum No.: ____ Date: _____	Addendum No.: ____ Date: _____
Addendum No.: ____ Date: _____	Addendum No.: ____ Date: _____

All above Addenda refer specifically to the Bidding Documents prepared for:

DB RFP #: 16-043C

DB RFP Name: Bid Package 1

END OF DOCUMENT

ATTACHMENT-C

**BID SECURITY FORM
DOCUMENT 00420**

ATTACHMENT C

Document 00420

Bid Security Form DOCUMENT 00420

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

KNOW ALL MEN BY THESE PRESENTS, that we,

(Hereinafter called "Principal") and

_____,
a corporation chartered and doing business under the laws of the State of _____ and authorized under the laws of the State of Florida and approved by the U. S. Treasury Department to act as surety on bonds, as "Surety" (hereinafter called "Surety") are held and firmly bound into The School Board of Broward County, Florida, a body corporate (hereinafter called the "Owner"), in the sum of:

Written
Amount: _____ Dollars

Figures: \$ _____

lawful money of the United States of America, to be paid to The School Board of Broward County, Florida, for which payment well and truly made, we bind ourselves, our successors, and several respective heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above bounden "Principal" contemplates submitting or has submitted a proposal to the said "Owner" for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation for the construction of:

, and,

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of five per cent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if awarded the contract, enter into a written contract with The School Board of Broward County, Florida and furnish a contract surety bond, issued by a surety company approved by the U. S. Treasury Department, licensed to do business in Florida, and executed and signed by a resident agent having an office in Florida, representing such Surety company, in an amount equal to one hundred percent (100%) of the Contract price for the performance of said contract within ten (10) Consecutive calendar days after written notice having been given of the Contract.

School Board of Broward County
Bid Security Form
URS 14-1121

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the proposal of the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written notice being given of such acceptance, enter into a written contract with the said "Owner" and furnish a contract Surety bond in an amount equal to one hundred per cent (100%) of the contract price, satisfactory to the said "Owner," then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to The School Board of Broward County, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of The School Board of Broward County, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of the said "Principal."

IN WITNESS WHEREOF, the said

As "Principal" herein, has caused these presents to be signed in its name by its

President _____, and attested by its Secretary _____
under its **corporate seal**, and the said

as "Surety" herein, has caused these presents to be signed in its name by its

_____, and attested by its _____,

under its corporate seal this _____ day of _____, AD., 20 _____.

Attest:

Design/Builder:

(Title)

By:

(Title)

Attest:

Surety:

(Title)

By:

(Title)

USE THIS FORM
(NO OTHER FORM WILL BE ACCEPTABLE)

ATTACHMENT-D

REQUIRED RESPONSE FORM- PROPOSER INFORMATION FORM

REQUIRED RESPONSE FORM - Proposer Information

RFP Issued Date: _____ Title of Request or Solicitation: _____

Note: For Joint Venture Proposals, see instructions at the bottom of this page.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

CONTACT PERSON: _____

CONTACT TELEPHONE: _____ CONTACT FAX: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER FIRM - TAX IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that:

1. I am submitting the following information as my Firm's Proposal and I am an Officer of the Firm.
2. Proposer has not discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer.
3. Proposer, its principals, or their lobbyists has not provided any campaign contributions to School Board Members during the period in which the Proposer is attempting to qualify, to provide Design/Build Services to the School Board. This period of limitation shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by:
 - School Board Policy 3320, Part II, Section HH
 - School Board Policy 1007, Section 5.4 Campaign Contribution Fundraising
4. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws.
- 5 All responses, data and information contained in this Proposal are true and accurate
6. Proposer agrees to acceptance of the contents of all pages in this Request for Proposal (RFP) including all attachments and the contents of all issued Addenda.
7. Proposer agrees to be bound to all terms, conditions and requirements identified in the Request for Proposal, its Addenda and its Attachments.
8. The Proposer understands that everything contained herein are requirements of this RFP and failure to comply will result in disqualification of the Proposal submitted.

Signature of Proposer's Officer (blue ink preferred on original)_____
Date_____
Name of Proposer's Officer_____
Title of Proposer's Officer.

JOINT VENTURES: In the event multiple Proposers submit a joint Proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

ATTACHMENT E

Sample Schedule Format

With Initial Milestones Listed

SAMPLE MILESTONE SCHEDULE																																											
Activity ID		Activity Name		Original Duration	Activity % Complete	Start	Finish	2016												2017												2018											
								D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A			
Sample Milestone Schedule				514		01-Dec-15	17-Nov-17	17-Nov-17, Sample Milestone Schedule																																			
PACKAGE 1				454		01-Dec-15	25-Aug-17	25-Aug-17, PACKAGE 1																																			
P.000415 Atlantic Technical College				440		21-Dec-15	25-Aug-17	25-Aug-17, P.000415 Atlantic Technical College																																			
A1000	Design	120	0%	21-Dec-15*	03-Jun-16	Design																																					
A1010	Permitting	20	0%	06-Jun-16	01-Jul-16	Permitting																																					
A1020	Construction	260	0%	04-Jul-16	30-Jun-17	Construction																																					
A1030	Substantial Completion	0	0%		30-Jun-17	Substantial Completion																																					
A1040	Closeout	40	0%	03-Jul-17	25-Aug-17	Closeout																																					
P.001413 Coconut Creek Elementary School				340		01-Dec-15	20-Mar-17	20-Mar-17, P.001413 Coconut Creek Elementary School																																			
A1050	Design	100	0%	01-Dec-15*	18-Apr-16	Design																																					
A1060	Permitting	20	0%	19-Apr-16	16-May-16	Permitting																																					
A1070	Construction	180	0%	17-May-16	23-Jan-17	Construction																																					
A1080	Substantial Completion	0	0%		23-Jan-17	Substantial Completion																																					
A1090	Closeout	40	0%	24-Jan-17	20-Mar-17	Closeout																																					
P.001412 Cypress Elementary School				300		01-Dec-15	23-Jan-17	23-Jan-17, P.001412 Cypress Elementary School																																			
A1100	Design	100	0%	01-Dec-15*	18-Apr-16	Design																																					
A1110	Permitting	20	0%	19-Apr-16	16-May-16	Permitting																																					
A1120	Construction	140	0%	17-May-16	28-Nov-16	Construction																																					
A1130	Substantial Completion	0	0%		28-Nov-16	Substantial Completion																																					
A1140	Closeout	40	0%	29-Nov-16	23-Jan-17	Closeout																																					
P.001637 Lauderdale Lakes Middle School				390		01-Dec-15	29-May-17	29-May-17, P.001637 Lauderdale Lakes Middle School																																			
A1150	Design	90	0%	01-Dec-15*	04-Apr-16	Design																																					
A1160	Permitting	20	0%	05-Apr-16	02-May-16	Permitting																																					
A1170	Construction	240	0%	03-May-16	03-Apr-17	Construction																																					
A1180	Substantial Completion	0	0%		03-Apr-17	Substantial Completion																																					
A1190	Closeout	40	0%	04-Apr-17	29-May-17	Closeout																																					
PACKAGE 2				344		01-Dec-15	24-Mar-17	24-Mar-17, PACKAGE 2																																			
P.001633 Attucks Middle School				335		14-Dec-15	24-Mar-17	24-Mar-17, P.001633 Attucks Middle School																																			
A1200	Design	95	0%	14-Dec-15*	22-Apr-16	Design																																					
A1210	Permitting	20	0%	25-Apr-16	20-May-16	Permitting																																					
A1220	Construction	180	0%	23-May-16	27-Jan-17	Construction																																					
A1230	Substantial Completion	0	0%		27-Jan-17	Substantial Completion																																					
A1240	Closeout	40	0%	30-Jan-17	24-Mar-17	Closeout																																					
P.001635 Lauderdale Manors Elementary School				280		07-Dec-15	30-Dec-16	30-Dec-16, P.001635 Lauderdale Manors Elementary School																																			
A1250	Design	80	0%	07-Dec-15*	25-Mar-16	Design																																					
A1260	Permitting	20	0%	28-Mar-16	22-Apr-16	Permitting																																					
A1270	Construction	140	0%	25-Apr-16	04-Nov-16	Construction																																					
A1280	Substantial Completion	0	0%		04-Nov-16	Substantial Completion																																					
A1290	Closeout	40	0%	07-Nov-16	30-Dec-16	Closeout																																					
P.001636 Sheridan Hills Elementary School				260		21-Dec-15	16-Dec-16	16-Dec-16, P.001636 Sheridan Hills Elementary School																																			
A1300	Design	80	0%	21-Dec-15*	08-Apr-16	Design																																					
A1310	Permitting	20	0%	11-Apr-16	06-May-16	Permitting																																					
A1320	Construction	120	0%	09-May-16	21-Oct-16	Construction																																					
A1330	Substantial Completion	0	0%		21-Oct-16	Substantial Completion																																					
A1340	Closeout	40	0%	24-Oct-16	16-Dec-16	Closeout																																					

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Summary

The School Board of Broward County

Page 1 of 2

TASK filter: All Activities

Run Date: 13-Jul-15

Data Date: 09-Jul-15

(c) Primavera Systems, Inc.

SAMPLE MILESTONE SCHEDULE																																										
Activity ID		Activity Name	Original Duration	Activity % Complete	Start	Finish	2016												2017												2018											
							D J F M A M J Jul A S O N D												J F M A M J Jul A S O N D												J F M A M J Jul A											
P.001634 Pasadena Lakes Elementary School			280		01-Dec-15	26-Dec-16	26-Dec-16, P.001634 Pasadena Lakes Elementary School																																			
A1350 Design			90	0%	01-Dec-15*	04-Apr-16	Design																																			
A1360 Permitting			20	0%	05-Apr-16	02-May-16	Permitting																																			
A1370 Construction			130	0%	03-May-16	31-Oct-16	Construction																																			
A1380 Substantial Completion			0	0%		31-Oct-16	Substantial Completion																																			
A1390 Closeout			40	0%	01-Nov-16	26-Dec-16	Closeout																																			
P.001632 Seacastle Elementary School			210		01-Dec-15	19-Sep-16	19-Sep-16, P.001632 Seacastle Elementary School																																			
A1400 Design			70	0%	01-Dec-15*	07-Mar-16	Design																																			
A1410 Permitting			20	0%	08-Mar-16	04-Apr-16	Permitting																																			
A1420 Construction			80	0%	05-Apr-16	25-Jul-16	Construction																																			
A1430 Substantial Completion			0	0%		25-Jul-16	Substantial Completion																																			
A1440 Closeout			40	0%	26-Jul-16	19-Sep-16	Closeout																																			
PACKAGE 3			315		01-Dec-15	13-Feb-17	13-Feb-17, PACKAGE 3																																			
P.001638 Broadview Elementary School			315		01-Dec-15	13-Feb-17	13-Feb-17, P.001638 Broadview Elementary School																																			
A1450 Design			95	0%	01-Dec-15*	11-Apr-16	Design																																			
A1460 Permitting			20	0%	12-Apr-16	09-May-16	Permitting																																			
A1470 Construction			160	0%	10-May-16	19-Dec-16	Construction																																			
A1480 Substantial Completion			0	0%		19-Dec-16	Substantial Completion																																			
A1490 Closeout			40	0%	20-Dec-16	13-Feb-17	Closeout																																			
P.001639 Maplewood Elementary School			240		01-Dec-15	31-Oct-16	31-Oct-16, P.001639 Maplewood Elementary School																																			
A1500 Design			80	0%	01-Dec-15*	21-Mar-16	Design																																			
A1510 Permitting			20	0%	22-Mar-16	18-Apr-16	Permitting																																			
A1520 Construction			100	0%	19-Apr-16	05-Sep-16	Construction																																			
A1530 Substantial Completion			0	0%		05-Sep-16	Substantial Completion																																			
A1540 Closeout			40	0%	06-Sep-16	31-Oct-16	Closeout																																			
P.001647 Margate Elementary School			290		01-Dec-15	09-Jan-17	09-Jan-17, P.001647 Margate Elementary School																																			
A1550 Design			90	0%	01-Dec-15*	04-Apr-16	Design																																			
A1560 Permitting			20	0%	05-Apr-16	02-May-16	Permitting																																			
A1570 Construction			140	0%	03-May-16	14-Nov-16	Construction																																			
A1580 Substantial Completion			0	0%		14-Nov-16	Substantial Completion																																			
A1590 Closeout			40	0%	15-Nov-16	09-Jan-17	Closeout																																			
P.000817 Stoneman Douglas High School			220		01-Dec-15	03-Oct-16	03-Oct-16, P.000817 Stoneman Douglas High School																																			
A1600 Design			40	0%	01-Dec-15*	25-Jan-16	Design																																			
A1610 Permitting			20	0%	26-Jan-16	22-Feb-16	Permitting																																			
A1620 Construction			120	0%	23-Feb-16	08-Aug-16	Construction																																			
A1630 Substantial Completion			0	0%		08-Aug-16	Substantial Completion																																			
A1640 Closeout			40	0%	09-Aug-16	03-Oct-16	Closeout																																			
PACKAGE 4			500		21-Dec-15	17-Nov-17	17-Nov-17, PACKAGE 4																																			
P.001646 Blanche Ely High School			500		21-Dec-15	17-Nov-17	17-Nov-17, P.001646 Blanche Ely High School																																			
A1650 Design			120	0%	21-Dec-15*	03-Jun-16	Design																																			
A1660 Permitting			20	0%	06-Jun-16	01-Jul-16	Permitting																																			
A1670 Construction			320	0%	04-Jul-16	22-Sep-17	Construction																																			
A1680 Substantial Completion			0	0%		22-Sep-17	Substantial Completion																																			
A1690 Closeout			40	0%	25-Sep-17	17-Nov-17	Closeout																																			

ATTACHMENT-F

DESIGN/BUILDER AND SUBCONTRACTOR PERSONNEL

**DESIGN/BUILDER AND
SUBCONTRACTOR PERSONNEL - Attachment-F**

Name of Firm:

NOTE: providing resumes of intended staffing members will contribute to the points awarded in the Evaluation Process.

NAME	TITLE	COMPANY	PARTICIPATION		Florida license if applicable	email address	office phone	cell phone
			Full Time/ Time	Part				
	Principal In-Charge							
	Design Principal							
	Senior Project Manager							
	Senior Design Manager							
	Project Manager (school)							
	Project Manager (school)							
	Project Manager (school)							
	Project Manager (school)							
	Design Manager (school)							
	Design Manager (school)							
	Design Manager (school)							
	Design Manager (school)							
	Project Superintendent (school)							
	Project Superintendent (school)							
	Project Superintendent (school)							
	Project Superintendent (school)							
PRIME SUBCONTRACTORS:								
	Principal							
	Principal							
	Principal							
	Principal							
	Principal							

**DESIGN/BUILDER AND
SUBCONTRACTOR PERSONNEL - Attachment-F**

ATTACHMENT-G

Minority/Women Business Enterprise Form

M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: _____

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	M/WBE %
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ M/WBE Certification No.: _____ Certifying Agency Name: _____ Address: _____ _____ Telephone No.: _____		

Note: percentage amount needs to be provided to receive points.

ATTACHMENT-H

Sample Agreement

DOCUMENT 00500
STANDARD FORM OF AGREEMENT
BETWEEN THE OWNER AND THE DESIGN/BUILDER

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2015,
by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

And

DESIGN BUILDERS NAME

(Hereinafter referred to as "Design/Builder"),
Whose principal place of business is:

WITNESSETH:

The Design/Builder and Owner for the considerations hereinafter named agree as follows:

ARTICLE 1. PROJECT INFORMATION

RFP #:_16-043C

Project Name: Bid Package 1

ARTICLE 2. SCOPE OF THE WORK

- 2.1 The Design/Builder shall furnish all of the design services, construction, materials, labor, and other services as necessary to perform all of the work as described and delineated in the Design/Build Request for Proposal and the Design Criteria Packages (DCP)1.
- 2.2 The Design/Builder shall do everything required by this Agreement, the General Conditions of the Contract, the Design Criteria Packages, any other proposals made by the Design/Builder as may have been accepted by the Owner, the requirements as referenced in the Request for Proposal and its Attachments and any modifications issued and executed after the execution of this Contract thereto together form the Contract. The said documents and Addenda thereto (if any) are by reference made a part and parcel of this agreement, the same as if they were written herein word for word.
- 2.3 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 2.4 No changes, amendments or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

ARTICLE 3. THE CONTRACT DOCUMENTS

- 3.1 The following is a listing of the Contract Documents for this Project:

- A. The Drawings:** The Design/Builder shall develop the design in phases for owner approvals and shall develop and maintain a drawing list thru the completion of the design.
- B. The Project Specifications:** The Design/Builder shall develop the design in phases for owner approvals and shall develop and maintain a specification list thru the completion of the design, including Divisions 0 and 1.

C. Addenda: Refer to attached applicable RFP addenda listing.

D. This Agreement and all of its Attachments and Exhibits

E. Online Documents: as defined herein.

F. Owner Approved Submittals: As set forth in the Design Criteria Package and its attachments, the General Conditions of the Design/Build Contract, and documents submitted with the RFP are as fully a part of the Contract as if written herein word for word. Owner approved Project Design documents, construction documents, including shop drawings and other submittals to be developed for the Project are as fully a part of the Contract as if attached herein.

3.2 Contract Attachment Listing:

3.2.1 **Design Criteria Packages**

Design Criteria Package – Blanche Ely HS - P.001646
Attachment 1 DCP – Design Builders Design Responsibilities
Attachment 2 DCP – Basic Design Phasing Requirements
Attachment 3 DCP – Identified Codes Regulations Standards
Attachment 4 DCP – Sample Permit Tracking Format
Attachment 5 DCP – Electronic Media Requirements
Attachment 6 DCP – Design Fees
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

3.2.2 **RFP Attachments**

Attachment A – Bidder's Request for Information Form – Doc 0220
Attachment B – Bid Form – Doc 00410
Attachment C – Bid Security form – Doc 00420
Attachment D – Required Response Form - Proposer Information Form
Attachment E – Sample Milestone Schedule
Attachment F – Design/Builder Staffing
Attachment G – M/WBE Participation
Attachment H – Sample Agreement
Attachment I – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship Form
Attachment J – ACH Payment Agreement Form
Attachment K -- IRS W9 – form 00450
Attachment L – Drug Free Workplace
Attachment M– Design/Builder Risk Evaluation Form
Attachment N – Scope of Potential Self Performed Construction Services
Attachment O – General Conditions for Design/Build
Attachment P – Design/Builder Bid Breakout Form

3.2.3 **Other Contract Executables/Deliverables**

- Document 00435 Schedule of Values – to be approved by the Owner to the first Application for Payment.
- Document 00455 Background Screening of Contractual Personnel
- Document 00470 M/WBE - M/WBE letters of intent
- Document 00480 M/WBE - Unavailability Certificate (if necessary).
- Document 00600 Performance Bond
- Document 00610 payment bond
- All required insurance certificates
- Design/Builders Initial Schedule
- Initial Submittal Schedule

3.3 Online Documents:

The following documents shall be downloaded by the Design Professional and are considered as Attachments and Design guideline requirements of the Contract:

3.3.1 Design Standards

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

- Design Criteria
 - Specifications
 - Document Submittal Checklist for Plan Review (URS to update Document currently posted on SBBC website)
 - Design Guidelines

3.3.2 Division 0 Specifications

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

3.3.3 State Requirements for Educational Facilities (SREF) latest edition

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

3.3.4 F.I.S.H. layering system for AutoCAD: Note: the laying system is not posted on line. It will need to be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue
Fort Lauderdale, FL 33312
754-321-1932

3.3.5 The documents listed above form the Contract, and they are as fully a part of the contract as if written herein word for word.

ARTICLE 4. CONTRACT SUM

4.1 The Design/Builder's Initial Guaranteed Maximum Price:

_____ Dollars \$_____

The Owner shall pay and the Design/Builder shall accept, as full and complete payment for the Design/Builder's timely performance of its obligations hereunder, the maximum amount as identified by the **Final Guaranteed Maximum Price (set at 90% Design submittals)**, to be submitted by Design/Builder in its GMP proposal to **RFP 16-043C**.

4.2 This shall constitute the Final Guaranteed Maximum Price, which shall not be modified except by Change Order, as provided in the Contract Documents.

ARTICLE 5. ACCEPTANCE AND PAYMENTS

- 5.1. Up to and including completion of 50 percent of total value of the Work, (on a project by project basis) the Owner may make progress payments during the progress of the Work in amounts not to exceed 90 percent of the amount due as certified by the Design/Builder and approved by the Owner's designated representative. Thereafter, and until Final Completion, the Owner may make progress payments in amounts not to exceed 95 percent of the amount due as certified by the Design/Builder and approved by the Owner's designated representative.
- 5.2 Ten (10) percent of the Contract Price shall be withheld whenever partial progress payments are payable until the Work is Fifty (50) percent complete. Thereafter, in accordance with Policy 7005, five (5) percent or less shall be withheld until Board approval of Final Acceptance and Release of Retainage.
- 5.2.1 Retainage requirements apply to construction phases only.

ARTICLE 6. CONTRACT TIME

- 6.1 Upon execution of the contract by both the Design/Builder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information and executables, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.
- 6.2 All time in the Contract Documents is calculated on a calendar day basis.
- 6.3 The Design/Builder shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion.
- 6.4 Completion Dates
- A. Substantial Completion
 - 1. The Design/Builder shall accomplish Substantial Completion of the Work on or before: February 14, 2018
 - B. Final Completion
 - 1. The Design/Builder shall accomplish Final Completion of the Work on or before: April 24, 2018

ARTICLE 7. SUBSTANTIAL COMPLETION AND FINAL COMPLETION

- 7.1 Substantial Completion
- 7.1.1 The pre-requisite for Substantial Completion is the receipt Of a Certificate of Occupancy.
- 7.1.2 Partial use or occupancy of the Work shall not result in the Work being deemed to be substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.
- 7.1.3 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.
- 7.1.4 When the Design/Builder believes that Substantial Completion has been achieved, the Design/Builder shall submit Document 01770a and OEF 110b to the Design Criteria Professional and shall simultaneously provide to the Design Criteria Professional a Punch List of the incomplete and unacceptable work. The Design Criteria Professional will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.

7.1.5 If the Work is determined to be ready for a Substantial Completion Inspection, the Owner's Design Professional and Owner will conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish an official Punch List of items necessary for the Design/Builder to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Design Criteria Professional will issue Doc 01770e and OEF 110b formally establishing the Substantial Completion Date for the Work.

7.1.6 When the Design/Builder has achieved Substantial Completion, the Owner shall approve the payment of any outstanding balance to the Contract, excluding retainage, and the value of the Punch List Work not accepted by the Owner. The value of each item on the Punch List shall be established at three times the estimated, reasonable, direct cost of the Work as established by the Owner.

After Substantial Completion of the Work in its entirety, and upon Board approval, the Owner shall pay the Design/Builder an amount sufficient to increase total payments to the Design/Builder to the Contract Price, less retainage, less any amounts attributable to liquidated damages, and less 300 percent of the reasonable costs (as determined by the Owner at its sole discretion), for completing Work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

7.2 - Final Completion

7.2.1 When the Design/Builder believes that the Work or portion thereof, is complete and is ready for a final inspection, the Design/Builder shall notify the Design Criteria Professional in writing. The Design Criteria Professional will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection. The Design Criteria Professional and Owner will then conduct an inspection of the Work to determine if the Work is, in fact, complete. If so, the Design Criteria Professional will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.

7.2.2 When the Design Criteria Professional and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, and that the Design/Builder has performed all of its obligations to the Owner, the Design Criteria Professional will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Design/Builder is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

7.2.3 When Final Completion has been achieved as evidenced by the passing of all final inspections, the Design/Builder shall request the OEF 209 from the Building Department.

ARTICLE 8. LIQUIDATED DAMAGES

8.1 Liquidated Damages for Substantial Completion on the Package:

The Design/Builder shall pay the Owner the sum of: Five Hundred Dollars (\$500) per day, for each calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. This applies to each separate school project.

8.2 It is acknowledged that the Design/Builder's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Design/Builder agrees that liquidated damages may be assessed and recovered by the Owner as against Design/Builder and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Design/Builder shall be liable to the Owner for payment of liquidated damages in the

amount of Five Hundred Dollars (\$500) for each calendar day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Design/Builder shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

ARTICLE 9. FINAL PAYMENT

- 9.1 Prior to being entitled to receive final payment and as a condition precedent thereto, the Design/Builder shall have achieved Final Completion as defined herein above, and the Board shall approve Final Acceptance and Release of Retainage.
- 9.2 Prior to being entitled to receive final payment and as a condition precedent thereto, the Design/Builder shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Owner's Design Criteria Professional: of the following:
- 9.2.1 An affidavit that all of the Design/Builder's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied.
- 9.2.2 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner.
- 9.2.3 All product warranties, operating manuals, instruction manuals, including as built and record documents, final site surveys and other things or documents customarily required of the Design/Builder, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures.
- 9.3 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Design/Builder within thirty (30) days of the School Board approval of Final Acceptance and Release of Retainage.

ARTICLE 10. CLAIMS - NO DAMAGE FOR DELAY

- 10.1 The Design/Builder shall not be entitled to any claim for damages or an extension of time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Design/Builder to receive an extension of time as its sole and exclusive remedy. Refer to Section 00700 General Conditions, Article 31 for more information.
- 10.2 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) measured on a monthly basis for Broward County.
- 10.3 An extension of time to complete the Work shall be determined by the Owner provided that the Design/Builder provides the Owner with notice in writing of the cause of said act, hindrance or delay within five (5) days after its occurrence.
- 10.4 All extensions of time shall be authorized only by a written change order executed by the Owner, the Design Criteria Professional and the Design/Builder.
- 10.5 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not

limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.

- 10.6 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.
- 10.7 The Design/Builder recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

ARTICLE 11. DESIGN SERVICES AND RESPONSIBILITIES

- 11.1 Refer to the Design Criteria Packages for Design/Builder design responsibilities, and for basic phasing requirements.
- 11.2 The Design/Builder agrees to provide complete professional design and engineering services set forth as required for the project scope as defined in the contents of the Design Criteria Package.
- 11.3 The Design/Builder shall coordinate and cooperate with the Owner concerning submittal procedures and protocol for delivering construction documents and any approvals required prior to submittal of construction documents to the Building Department.
- 11.4 The Design/Builder shall be responsible for filing the required documents for approval by all governmental authorities or agencies having jurisdiction over the Project and for obtaining certifications of "permit approval" by reviewing authorities prior to construction or as required during the appropriate sequence of construction.

ARTICLE 12. CONTRACT TERMINATION

- 12.1 Refer to Section 00700-General Conditions, Articles 41 and 43.

ARTICLE 13. PROTECTION OF OWNER'S PROPERTY

- 13.1. At all times during the performance of this contract, the Design/Builder shall protect the Owner's property from all damage whatsoever on account of the work being performed under this contract. Refer Section 00700 – General Conditions, Articles 23 and 26.

ARTICLE 14. INSURANCE REQUIREMENTS

- 14.1 The Design/Builder and Design/Builder's Architect shall furnish the Owner a Certificate of Insurance evidencing all types and amounts of insurance coverage's required by this contract have been obtained and are in full force and effect during the life of this contract within 10 days of Notice of Award or prior to commencement of the Work, whichever is sooner, by the Owner. Such Certificate(s) of Insurance shall include a minimum 30-day written notice to the Owner of any material change in coverage, policy terms, expiration, or cancellation.
- 14.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.

- 14.3 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverage's maintained by the Owner. The School Board of Broward County shall be named as an additional insured under the Commercial General Liability policy and any other policy required by the agreement.
- 14.4 The Owner reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the life of this contract.
- 14.5 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Design/Builder shall relieve the Design/Builder of full responsibility to provide the insurance as required by this contract.
- 14.6 The Design/Builder shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions, unless the Design/Builder's insurance provides coverage on behalf of the subcontractor(s). When requested by the Owner, the Design/Builder shall obtain and furnish copies of a Certificate of Insurance evidencing coverage for subcontractor(s).
- 14.7 The Design/Builder will not be permitted to provide any products or services under this contract until the Design/Builder has obtained all insurances required hereunder and such insurances have been approved by the Owner. No payment will be made under the contract until satisfactory evidence of insurance is received.
- 14.8 The Design/Builder shall agree to a Waiver of Subrogation for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, the Design/Builder shall request a Waiver of Transfer of Rights of Recovery against others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which as a condition to the policy specifically prohibits such an endorsement, or voids coverage should Design/Builder enter into an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.
- 14.9 If any action by any person, firm or corporation is brought or threatened against the Owner or against the Design/Builder and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Design/Builder.
- 14.10 MINIMUM LIMITS OF INSURANCE
- 14.10.1 COMMERCIAL GENERAL LIABILITY: The Design/Builder shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, and Contractual Liability, to cover the indemnification language set forth herein. Limits shall not be less than \$2,000,000 per occurrence; \$2,000,000 general aggregate. The aggregate limit shall apply per location/project. Products Completed Operations aggregate shall apply per location/project with limits not less than \$2,000,000 and must be maintained for not less than three (3) years following completion and acceptance by Owner. The Owner shall be named as an Additional Insured under the Commercial General Liability policy.
- 14.10.2 BUSINESS AUTOMOBILE LIABILITY: Design/Builder shall maintain Business Automobile Liability insurance covering all owned, non-owned, rented or hired vehicles

used in connection with this contract, in amounts not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

If Design/Builder does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ [Design/Builder Name] does not own any vehicles. In the event insured acquires any vehicles throughout the term of this contract, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.

14.10.3 WORKERS' COMPENSATION: Design/Builder shall maintain Workers' Compensation insurance for all of its employees connected with the provided services as described in this contract in accordance with Florida Statutory limits, and Employers Liability insurance with a limit of not less than (\$500,000/ \$500,000/\$500,000) per accident. In the event the Design/Builder utilizes a professional employer organization arrangement, the Design/Builder must still provide evidence of Workers' Compensation coverage for Design/Builder (Design/Builder identified as first named insured).

14.10.4 PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE: The Design/Builder's Architect shall procure Professional Liability Insurance in the manner described herein. The Professional Liability Insurance must provide for all sums, which the Design/Builder's Architect shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Design/Builder or any person employed or acting on the Design/Builder's behalf (including, but not limited to, Professional Consultants and Sub-Consultants) in connection with this Contract. The deductible shall not be more than fifty thousand (\$50,000) dollars for each policy and must be indicated on the certificate of insurance. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Design/Builder to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project. The insurance policy shall be non-cancelable and the limits of the Professional Liability Insurance Policy shall be as follows:

14.10.4.1 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

- A. One Million (\$1,000,000) Dollars on a per claim/One Million (\$1,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is less than Five Million (\$5,000,000) Dollars.
- B. One Million (\$1,000,000) Dollars on a per claim/Three Million (\$3,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is between Five Million One (\$5,000,001) Dollars to Ten Million (\$10,000,000) Dollars.
- C. One Million (\$1,000,000) Dollars on a per claim/Five Million (\$5,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One (\$10,000,001) Dollars.

14.10.4.2 The Design/Builder and/or Design/Builder's Architect shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating five (5) years after final completion of said projects. In addition, the Design/Builder and/or Design Builder's Architect shall provide the total number of claims filed against said practice policy on an annual basis to The School Board of Broward County, Florida, deems appropriate.

14.11 Certificate of Insurance Requirements: Prior to the commencement of any Work, as evidence of required coverage, Design/Builder and Design/Builder's Architect must provide a Certificate of Insurance to The School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County's Certificate Tracking System at 1-866-897-0425.

14.12 Acceptability of Insurance Carriers: The insurance policies must be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Services.

14.13 ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

14.13.1 Shall clearly identify The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.

14.13.2 Shall indicate General Aggregate Limit Applies Per Project.

14.13.3 Shall clearly indicate the Project Number and Project Name to which coverage applies.

14.13.4 Shall clearly indicate Contractual liability is included.

14.13.5 Shall indicate all liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

14.14 BOARD PROVIDED BUILDER'S RISK INSURANCE PROGRAM

14.14.1 BOARD TO MAINTAIN BUILDER'S RISK INSURANCE PROGRAM: Except as otherwise provided, the Board shall maintain a builder's risk insurance policy on behalf of the Design/Builder and its Subcontractors, in effect at the time that Notice to Proceed is received by Design/Builder.

14.14.2 Board Builder's Risk Insurance Program for the Design/Builder and its Subcontractors will be limited to Covered Loss resulting from damage or destruction of property while such property is at the construction jobsite of the Project as described in this Contract.

14.14.3 No Coverage on Design/Builder's Tools or Equipment: The coverage under the Board Builder's Risk Insurance Program will be limited to property which has been, or is intended to be, incorporated into the Work as part of the contract price for which title has either been passed to the Board, or is intended to pass to the Board.

14.14.4 Responsibility of the Deductible: The Design/Builder shall be solely responsible for the first \$20,000 of Covered Loss in any one occurrence for any covered peril. If the deductible on the Board Builder's Risk Insurance Program applicable to the Covered Loss exceeds the \$20,000 for which the Design/Builder is responsible, the Board shall be responsible for that portion of Covered Loss incurred by the

Design/Builder and its Subcontractors in excess of \$20,000 up to the amount of the deductible in the Board's Builder's Risk Insurance Program.

14.14.5 Commencement of the Board Builder's Risk Insurance Program: The Board Property Insurance Program shall commence with respect to the Work at the later of the date Notice to Proceed is received by the Design/Builder under this contract or commencement of Work at the construction jobsite of the Project as described in the Contract.

14.15 TERMINATION OF BOARD PROPERTY INSURANCE PROGRAM: Coverage under the Board Builder's Risk Insurance Program for the Design/Builder and its Subcontractors shall terminate at the earliest of:

- A. With respect to any completed portion of the Work, if the Board elects to occupy and/or use such completed portion of the Work prior to Substantial Completion, the date the Board first occupies or uses such completed portion of the Work; or
- B. If work by the Design/Builder is permanently abandoned or terminated prior to Substantial Completion, at the time such work is permanently abandoned or terminated; or
- C. Termination of the Contract by the Board.

14.16 BOARD PROPERTY INSURANCE PROGRAM SUBJECT TO LIMITATIONS: The rendering of the Board Builder's Risk Insurance Program shall not constitute any representation by the Board with respect to the adequacy of the insurance to protect the Design/Builder or its Subcontractors against property insurance type losses. The Board emphasizes that coverages in the Board Builder's Risk Insurance Program is limited in scope and do not necessarily include all insurance coverages, either desirable or normally maintained by the Design/Builders or Subcontractors. Except as otherwise specifically provided in the Contract, the providing of the Board Builder's Risk Insurance Program shall not be construed to be a limitation on the nature or extent of the Design/Builder's or its Subcontractors' obligations under this Contract nor to relieve the Design/Builder or its Subcontractors of any such obligations.

NOTICE OF CLAIM UNDER BOARD BUILDER'S INSURANCE PROGRAM: In addition to, and not in lieu of, any other notice required under this Contract, if a Contractor or its Subcontractor suffers injury or damage to property which might result in Covered Loss under the Board Builder's Risk Program, written notice of such injury or damage shall be given to the Division of Risk Management of the School Board of Broward County, as soon as practical, but not exceeding seven (7) day after first observance of such injury or damage. The notice shall provide sufficient detail to enable the Division of Risk Management or its designee, to provide an initial report to the Board's insurers and to properly investigate the matter. Notification shall be directed to the SBBC Risk Management Division at (754) 321-1900.

COOPERATION OF CONTRACTOR AND SUBCONTRACTORS: The Contractor and all of its Subcontractors shall assist the Board and the Board's insurers and fully cooperate in respects to reporting, investigation and adjusting of claims under the Board Builder's Risk Insurance Program whether or not involving the respective Contractor or Subcontractor.

WAIVER OF SUBROGATION: To the extent such insurance permits, and then only to the extent Board collects under the Board Builder's Risk Program, SBBC waives any and all claims against Contractor or Subcontractors and their respective agents, servants and employees, for loss or damage to Board's property. To the extent such insurance permits and then only to the extent the Contractor collects under its property insurance coverage, Contractor waives any and all claims against Board and its agents, servants and employees for loss or damage to Contractor's property. Contractor shall require all Subcontractors to

waive, to the extent such insurance permits and then only to the extent such Subcontractor collects under its property insurance coverage, any and all claims against SBBC and its agents, servants and employees for loss or damage to such Subcontractor's property.

BOARD'S RIGHT TO TERMINATE, MODIFY OR REPLACE: The Board reserves the right to terminate whole or in part or modify the Board Builder's Risk Insurance Program. In the event of termination or modification, whether initiated by the Board's or its insurers, the Board will assume the responsibility for that portion of any loss suffered by the Contractor or its Subcontractors which would have been covered by the Board Builder's Risk Insurance Program.

ARTICLE 15. PERFORMANCE BOND AND PAYMENT BOND

15.1. The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of performance bonds and payment bonds as set forth in Article 45 of the General Conditions of the Contract, and as per the Bond Forms as attached to the PFP.

ARTICLE 16. ASSIGNMENT

16.1 Neither party to the Agreement shall sell, assign or sublet the same without the written consent of the other; nor shall a Design/Builder assign any monies due or to become due to the Design/Builder or by reason of the Contract without the previous written consent of the Owner and of the surety on the Design/Builder's Bonds, all approved by the Attorney for the Owner.

ARTICLE 17. LIABILITY CLAUSE

17.1 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.

A. 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.

B. By Design/Builder:

Design/Builder agrees to indemnify, hold harmless and defend SBBC, its agents, servants 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 founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Design/Builder, its agents, servants or employees; the equipment of 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/Builder's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Design/Builder, SBBC or otherwise.

ARTICLE 18. CAPTIONS

18.1 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope

or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 19. EXCESS FUNDS

- 19.1 Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 20. BACKGROUND SCREENING

- 20.1 *Design/Builder* agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of *Design/Builder* or its personnel providing any services under the conditions described in the previous sentence. *Design/Builder* shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to *Design/Builder* and its personnel. The parties agree that the failure of *Design/Builder* to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. *Design/Builder* agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from *Design/Builder's* failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

ARTICLE 21. EQUAL OPPORTUNITY PROVISION

- 21.1 The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

ARTICLE 22. DEFAULT

- 22.1 The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon ten (10) day's written notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05. Refer to Section 00700 General Conditions Articles 41.1.1 and 43.1.11.

ARTICLE 23. ANNUAL APPROPRIATION

- 23.1 The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

ARTICLE 24. PUBLIC RECORDS

- 24.1 Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

ARTICLE 25. NO WAIVER OF SOVEREIGN IMMUNITY

- 25.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. 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.

ARTICLE 26. NO THIRD PARTY BENEFICIARIES

- 26.1 The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

ARTICLE 27. COMPLIANCE WITH LAWS

- 27.1 Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

ARTICLE 28. GOVERNING LAW AND VENUE

- 28.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

ARTICLE 29. BINDING EFFECT

- 29.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE 30. ASSIGNMENT

- 30.1 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

ARTICLE 31. SEVERABILITY

- 31.1 In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

ARTICLE 32. PREPARATION OF AGREEMENT

- 32.1 The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 33. WAIVER

- 33.1 The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

ARTICLE 34. FORCE MAJEURE

- 34.1 Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

ARTICLE 35. SURVIVAL

- 35.1 All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

ARTICLE 36. CONTRACT ADMINISTRATION

- 36.1 SBBC has delegated authority to the Superintendent of Schools or his/her designee to implement and administer this Agreement.

ARTICLE 37. REUSE OF DOCUMENTS

- 37.1 It is understood that this agreement includes this provision for the Owner's optional re-use of drawings, specifications and other documents. If the Owner elects to re-use the drawings, specifications and other documents, in whole or in part, for other projects.

ARTICLE 38. INSPECTION OF DESIGN/BUILDER'S RECORDS BY SBBC

- 38.1 Design/Builder shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All Design/Builder's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by Design/Builder or any of Design/Builder's payees pursuant to this Agreement. Design/Builder's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. Design/Builder's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) Design/Builder's Records Defined. For the purposes of this Agreement, the term "*Design/Builder's Records*" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to *Design/Builder's Records* from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to *Design/Builder* pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide *Design/Builder* reasonable advance notice of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *Design/Builder's* facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by *Design/Builder* to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any *Design/Builder's* claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by *Design/Builder* in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by *Design/Builder*. If the audit discloses billings or charges to which *Design/Builder* is not contractually entitled, *Design/Builder* shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. *Design/Builder* shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by *Design/Builder* to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to *Design/Builder* pursuant to this Agreement and such excluded costs shall become the liability of *Design/Builder*.

(h) 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 39. NOTICE PROVISION

39.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party, with a copy via facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

Party:**Address:**

Owner:

The School Board of Broward County,
Florida

600 SE 3 Avenue
Fort Lauderdale, FL 33312

Attn.: Robert W. Runcie
Superintendent of Schools

With Copy To:

Office of The Chief Facilities Officer

600 SE 3 Avenue
Fort Lauderdale, FL 33312
Attn: Jeffrey S Moquin
Designee - Chief Facilities Officer

Office of Facilities & Construction

3775 SW 16th St
Fort Lauderdale, FL 33312
Attn: Shelley N. Meloni

Director, Facilities Pre-Construction

Design/Builder:
(Completed by the
Design/Builder)

Architect:
(Completed by the
Design/Builder)

Surety:
(Completed by the
Design/Builder)
Surety's Agent:
(Completed by the
Design/Builder)

39.2 These addresses may be changed by either of the parties by written notice to the other party.

ARTICLE 40. AUTHORITY

40.1 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

END OF DOCUMENT

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written in two counterparts, each of that shall without proof or accounting for the other counterpart, be deemed an original contract.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Chair
Donna P. Korn

Superintendent of Schools
Robert W. Runcie

Approved as to Form and Legal Content:

Office of the General Counsel

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written in two counterparts, each of that shall without proof or accounting for the other counterpart, be deemed an original contract.

Design/Builder

**(ATTEST)
Design/Builder**

(SEAL)

President,

Secretary,

ACKNOWLEDGMENT

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

The Surety acknowledges that it has read the foregoing Agreement Between Owner and Design/Builder and has familiarized itself with the obligations of the Design/Builder and Surety as stated therein, which obligations are agreed to by Surety and are incorporated by reference, in the Payment and Performance Bonds.

Sample Agreement – Attachment H

SURETY

By: _____

Its: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, _____ by _____ of

_____, on behalf of the corporation or agency.

He/she is personally known to me or produced _____ as

Identification and did/did not first take an oath.

My commission expires:

(SEAL)

Signature – Notary Public

Printed Name of Notary

Notary's Commission No.

ATTACHMENT-I

Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship

RFP # _____ RFP NAME _____

ATTACHMENT I

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
CONTRACTUAL RELATIONSHIP**

Proposer must disclose, in its RFP, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

ATTACHMENT-J

ACH Payment Agreement Form

ATTACHMENT J

ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME:

Authorization Agreement

I (we) hereby authorize The School Board of Broward County to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution:

Branch/ State:

Routing No:

Account No: <input type="text"/>	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>
VENDOR AREA:		
Remittance Confirmation: (please select one) <input type="text"/>	Fax <input type="checkbox"/>	Email <input type="checkbox"/>
Federal Identification No. Vendor <input type="text"/>	TAX ID# <input type="checkbox"/>	SS# <input type="checkbox"/>

Update Purchase Order Fax & Email Address

Centralized Fax Number <input type="text"/>	Dept. <input type="text"/>
Centralized Email <input type="text"/>	Dept. <input type="text"/>
Centralized Phone No. <input type="text"/>	Dept. <input type="text"/>

Signature

Authorized Signature
(Primary) and Business title: Date:

Authorized Signature
(Joint) and Business title: Date:

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# Date Entered Initials:

School Board of Broward County
ACH payment agreement form
URS 14-1121

ATTACHMENT-K

IRS W-9 Form

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See specific instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see Instructions) ▶

Exemptions (see Instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

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

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - _____

Employer identification number

____ - _____

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 on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions box*, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$5000 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS Individual Taxpayer Identification Number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT-L

DRUG FREE WORKPLACE

ATTACHMENT L

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS
AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS.

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to The School Board of Broward County, Florida,
by _____

(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

I certify that I have established a drug-free workplace program and have complied with the following:

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

Sworn to and subscribed before me this _____ day of _____, 20____. _____
(Signature)

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____
My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

FORM: #4530

School Board of Broward County
Drug Free Workplace
URS 14-1121

ATTACHMENT-M

DESIGN BUILDER'S RISK ANALYSIS

ATTACHMENT M

	Week Ending:	11/3/2015		School Board of Broward County <i>Contractor's Name</i>
	Owner Contact Rating 'Satisfaction Ratings':		PMO- Project Manager	

No	Date Entered	Risk Items	Potential Risk	Comments	Included In Bid Price. YES/NO
1					
2					
3					
4					
5					
6					
7					
8					

ATTACHMENT-N

SCOPE OF POTENTIAL SELF PERFORMED CONSTRUCTION SERVICES

SCOPE OF POTENTIAL SELF PERFORMED CONSTRUCTION SERVICES
ATTACHMENT-N

SCOPE OF POTENTIAL SELF PERFORMED CONSTRUCTION SERVICES

item number	scope of work	can self perform	yes with deviations	intend to subcontract	intend to self perform
		yes or no		yes or no or TBD	yes or no or TBD
	example (survey work)	yes	yes	yes	benchmarks only
1	General Requirements				
2	Site Construction				
3	Concrete				
4	Masonry				
5	Metals				
6	Wood & Plastics				
7	Thermal & Moisture Protection				
8	Doors & Windows				
9	Finishes				
10	Specialties				
11	Equipment				
12	Furnishings				

SCOPE OF POTENTIAL SELF PERFORMED CONSTRUCTION SERVICES
ATTACHMENT-N

SCOPE OF POTENTIAL SELF PERFORMED CONSTRUCTION SERVICES

item number	scope of work	can self perform	yes with deviations	intend to subcontract	intend to self perform
13	Special Construction				
14	Conveying Systems				
15	Mechanical				
16	Electrical				
17	Technology & Communications				

ATTACHMENT-0

GENERAL CONDITIONS



General Conditions of the Contract For Design Build

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ARTICLE 1. DEFINITIONS.

- 1.1.1 **Authorization to Proceed:** A document issued by the Owner to the Design Professional, which, when executed, authorizes the Design Professional to proceed with all or a portion of the Professional Services.
- 1.1.2 **Board:** The School Board of Broward County, Florida (SBBC).
- 1.1.3 **Building Code Inspectors and Plans Examiners:** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida statutes 468, 633 and 553 to provide plan review and inspections for code compliance.
- 1.1.4 **Building Department:** The entity having responsibility to provide plan review and inspections for code compliance for the School Board of Broward County facilities.
- 1.1.5 **Capital Budget Department:** The entity having responsibility for administering the budget and adoption of the annual District Education Facilities Plan for the School Board of Broward County.
- 1.1.6 **Change Order:** A written notice, issued and approved by the Owner for additions or deletions to the Design/Builders Scope of Work. A change order may increase or decrease the Contract amount or Time for Completion.
- 1.1.7 **Chief of Facilities & Construction Officer:** An employee of The School Board of Broward County, Florida who has the responsibility for oversight and management authority of the Facilities and Construction Department and Physical Plant Operations.
- 1.1.8 **Constructability:** Constructability is the organized process of reviewing a project's drawings, specifications and other project documents with a goal of eliminating design, detailing, and specification problems to facilitate a smooth construction process.
- 1.1.9 **Construction Change Directive (CCD):** A Directive given by the Owner or designee for additions or deletions in the scope of work or services provided by the Design/Builder when a change is required and time is of the essence.
- 1.1.10 **Contingency Use Directive (CUD):** A CUD is issued and approved by the Owner for the purpose of accounting for unforeseen increases or decreases in the construction cost resulting from unforeseen circumstances relating to Construction.
- 1.1.11 **Construction Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, Specifications, and all modifications issued and executed after, execution of the Contract.



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- 1.1.12 **Design/Builder:** Any person, firm or corporation with whom a Construction Contract has been awarded by the Owner.
- 1.1.13 **Construction Documents:** The construction documents include all the Design/Builder's work product as listed in the Construction Contract. This includes but not limited to: specifications, drawings, materials boards.
- 1.1.14 **Consultants:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Design/Builder to furnish professional services in support of the Design/Builders agreement with the Owner.
- 1.1.15 **Design Builder:** The firm registered and licensed in Florida, who has entered into an Agreement with the School Board of Broward County to provide architectural, engineering and construction phase services.
- 1.1.16 **Design Criteria Professional (DCP):** The firm retained and/or appointed by the Owner to develop the Design Criteria Package, represent the Owner and administer the Contract in compliance with the Florida law.
- 1.1.17 **Design Professional:** The firm registered and licensed in Florida, who has entered into an Agreement with the School Board of Broward County to provide architectural and/or engineering services.
- 1.1.18 **Final Completion:** The date at which time the Design/Builder has completed all of the Work in accordance with the Contract Documents as certified by the Design/Builder and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work.
- 1.1.19 **Guaranteed Maximum Price (GMP):** The GMP is the maximum that the Owner shall pay the Design/Builder for the Work described in the contract documents.
- 1.1.20 **Office of Facilities & Construction:** The Owner's organizational entity which acts as liaison between the Design/Builder and the Owner and provides day to day management and other professional services on the Owner's behalf.
- 1.1.21 **Other Design/Builders:** Any person, firm or corporation with whom a Contract has been made with the Owner for the performance of any work on the site, which work, is not a portion the Work covered by the Prime Design/Builders Contract.
- 1.1.22 **Owner:** The School Board of Broward County, Florida (SBBC).
- 1.1.23 **Owner's Representative:** The Owner's Representative is The Program Manager.
- 1.1.24 **Phase:** A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be



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designated for completion by the Owner's own forces, or by Other Design/Builders.

- 1.1.25 **Physical Plant Operations (PPO):** The entity having responsibility for maintenance services, custodial and ground services, Facilities support services and energy management conservation services for the School Board of Broward County facilities.
- 1.1.26 **Program Manager:** The entity having responsibility for program management services for the School Board of Broward County Capital Projects.
- 1.1.27 **Project Manager:** An employee of the School Board of Broward County or Program Manager who has the responsibility of oversight and management of a capital project from the planning and design phase through construction and closeout.
- 1.1.28 **Project Manual:** The Project Manual contains the Contract Documents and the Design Documents.
- 1.1.29 **Project Schedule:** An activity based plan identifying design and construction activities associated with the Project characterized by milestones signifying the required completion dates for design phases, construction progress, and other significant project events culminating with the completion of the project, issuance of warranties Owners occupancy and use of the facility.
- 1.1.30 **Punch List:** A list of items of work required to be completed after substantial completion to achieve final completion.
- 1.1.31 **Request for Information:** The Design/Builders formal method of asking a question about some facet of the Project or about the Construction Documents (RFI).
- 1.1.32 **Subcontractor:** A person or entity having a formal contract with the Design/Builder. A "Subcontractor", does not have a contract or subcontract with the Owner.
- 1.1.33 **Sub-subcontractor:** A person or entity having a formal contract with the Subcontractor. A Sub-subcontractor, does not have a contract or subcontract with the Owner.
- 1.1.34 **Submittals:** Documents prepared by the Design/Builder to show how a particular aspect of the Work is to be fabricated and installed. Design/Builder Submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications. All submittals to be reviewed by the Design Criteria Professional



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for Design Criteria Intent. Technical review to be by the Design/Builders Design Professional.

- 1.1.35 **Substantial Completion:** Is when the work is at a stage that the facility can be used for its intended purpose. A Certificate of Occupancy issued by the Building Department is required prior to obtaining Substantial Completion.
- 1.1.36 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.
- 1.1.37 **Superintendent:** An English speaking representative for the Design/Builder present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Design Criteria Professional and capable of managing the work flow efficiently and safely.
- 1.1.38 **Design/Builder Supplemental Services:** Additional Professional Design Services that may be required.
- 1.1.39 **Surety:** The entity which is bound by the Payment and Performance Bonds with and for the Design/Builder, for the duration of the work.
- 1.1.40 **Terminology:** The use of the singular or plural shall apply to both the singular and the plural in all cases. The use of he or she are to be considered genderless and shall apply to both he and she in all cases.
- 1.1.41 **The Project:** The total construction, of which the Work performed under the Contract Documents may be the whole or a part thereof. The Project may include construction by the Owner or by separate Design/Builders.
- 1.1.42 **Value Engineering:** Value Engineering (VE) is the organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility and the elimination or modification of those features which add cost without contributing to that facilities required function or design value.
- 1.1.43 **Work:** The totality of the terms, conditions and obligations included in the Contract Documents or by an executed Agreement.
- 1.1.44 **Written Notice:** Shall be deemed to have been duly served if delivered to the Principal in Charge or to an officer of the Firm if delivered at or sent by registered mail, fax or other traceable delivery service to the last business address known to him who gives notice.

ARTICLE 2. THE WORK.

- 2.01 The Design/Builder shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time



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requirements set forth in the Contract Documents, and shall perform all other Contract requirements and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.

2.02 When completed, the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy.

2.03 The Design/Builder represents and warrants to the Owner that:

2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Contract;

2.03.02 It is experienced and skilled in the construction of the type of construction described in the Contract Documents;

2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;

2.03.04 It is a fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Design/Builder" in the Contract;

2.03.05 It has visited the jobsite and examined its nature and location, including but not limited to: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; and as evidenced by access points, the location of all above and below ground electrical and utility lines and water, sanitary, sewer and storm drain lines. The Design/Builder acknowledges receipt and has reviewed the site geotechnical report if provided by the Owner.

2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

2.03.07 It is capable of providing appropriate schedules and determining design and construction sequences, means and methods and/or the like, to complete the project in accordance with the requirements of the Contract Documents.

2.03.08 The Owner reserves the right to reject any and all proposals.

2.03.09 The Contract Time is adequate for the performance of the Work.

2.04 The Contract Sum represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.

2.05 The Owner, and the Design Criteria Professional is not responsible for means, methods, techniques nor sequencing of construction.



ARTICLE 3. COORDINATION AND CORRELATION OF CONTRACT DOCUMENTS.

- 3.01 The Design/Builder shall fully examine and compare all Contract Documents including and the various technical and administrative requirements of the Design Criteria Package.
- 3.02 All Contract Document conflicts, discrepancies, errors and omissions that the Contractor was aware of as a result of his examination and comparison of the Contract Documents, have been either corrected or clarified, including any cost impacts, prior to execution of this Contract.
- 3.03 If, after execution of this Contract, the Design/Builder detects a conflict, discrepancy, error or omission in the Contract Documents then he shall immediately provide an RFI addressing the issue for resolution.

ARTICLE 4. INTENT AND INTERPRETATION.

- 4.01 The Design/Builder shall have a continuing duty to read, examine, review, compare and contrast each of the Contract Documents which make up this Contract. If the Design/Builder detects a conflict, discrepancy, error or omission in these Contract Documents then he shall immediately provide an RFI addressing the issue for resolution. If the RFI response will create a cost impact, the Owner is to be notified for approval prior to proceeding with the RFI response work efforts. For urgent issues, the Design Criteria Professional should also be notified directly.
- 4.02 The Design/Builder shall enforce the fact that the Contract Documents are complementary, and what is called for by any discipline, shall be as binding as if called and required for all disciplines.
- 4.03 The intent of the Contract Documents is to include the requirements for the full Project scope for all labor, materials, equipment, and furnishings necessary for the proper sequencing and execution of the Work. The Design/Builder shall continually refer to drawing, specifications and other Contract Documents in this regard.
- 4.04 In the event of a conflict among the Contract Documents, the most stringent requirement relative to cost, quality, quantity and work efforts to the Design/Builder shall control. The RFI process shall be utilized to timely clarify any conflicts.
- 4.05 The Design Criteria Professional shall be the interpreter of the requirements of the Contract Documents and the performance thereunder.
 - 4.05.01 Interpretations and decisions of the Design Criteria Professional shall be consistent with the intent of and reasonably inferable from the Contract Documents.



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4.05.02 In the capacity of interpreter the Design Criteria Professional shall endeavor to secure faithful performance by both the Owner and the Design/Builder, and shall not show partiality to either.

4.05.02 Any challenges to the interpretations or decisions of the Design Criteria Professional shall be provided in writing to both the Owner and the Design Criteria Professional with the basic challenge identified such that a review session can be scheduled for a determination. It is understood that in cases, time will be of the essence and more immediate responses will be required.

ARTICLE 5. OWNERSHIP OF THE CONTRACT DOCUMENTS WHICH MAKE UP THE CONTRACT.

- 5.01 Subject to any legal rights the Design/Builder may have, the Contract Documents and each of them, as well as any other documents, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner with the exception of intellectual property. This shall be the case even if prepared, created or provided by the Design/Builder, Design/Builder, or others.
- 5.02 The Design/Builder shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Design/Builder use, or permit to be used, any portion or all of same on other projects without the Owner's prior written authorization.
- 5.03 The Design/Builder agrees to provide any and all items referred to in this Article to the Owner upon demand by Owner. In the event Design/Builder fails to provide same to Owner as demanded, Design/Builder acknowledges that the Owner will need same and will be irreparably harmed and be subject to an injunction to provide same.

ARTICLE 6. TEMPORARY UTILITIES.

- 6.01 Water for Building Work: The Design/Builder shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Design/Builder unless the contrary is provided for elsewhere in the Contract Documents.
- 6.02 Electrical Energy: The Design/Builder shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Design/Builder unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 Temporary Sanitary Facilities and Sewers:



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6.03.01 The Design/Builder shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.

6.03.02 No nuisance runoff will be permitted. The Site is to be DERM compliant at all times.

6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.

6.03.04 Design/Builder is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. CONSTRUCTION SCHEDULE.

7.01 Construction Schedule

7.01.01 The Design/Builder's schedule shall be progressed no less frequently than monthly and shall reflect conditions encountered from time to time and shall reflect the total Project. A three week look ahead schedules shall be provided weekly and reviewed at the weekly project meeting.

7.01.02 A progressed schedule revision shall be provided to the Project Manager as part of the Design/Build payment application.

7.01.03 Compliance with the requirements of this Article 7 shall be a condition precedent to payment to the Design/Builder, and failure by the Design/Builder to comply with said requirements shall constitute a material breach of this Contract.

7.01.04 The Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.

7.02 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.

7.02.01 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Design/Builder for expediting purposes.

ARTICLE 8. PROGRESS.

8.01 If at any time during the progress of Work, the Design/Builder's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Design/Builder who shall thereupon take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date. A recovery schedule shall be



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required with five (5) days of being notified that D/B is more than thirty days behind schedule as it realizes the schedule's critical path.

8.01.01 If within a reasonable period as determined and identified by Owner, the Design/Builder does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Design/Builder's crews and Design/Builder's own labor force, the number of shifts, overtime operation, Design/Builder's supervision and additional days of work per week.

8.01.02 Neither such notice by the Owner nor the Owner's failure to issue such notice shall relieve Design/Builder of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.

8.01.03 Failure of Design/Builder to comply with the instructions of the Owner may be grounds for a determination by the Owner that the Design/Builder is not prosecuting its Work with such diligence as will assure completion within the time contractually specified.

8.01.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:

8.01.04.01 Elect to proceed with the Work, or portions of the Work, with its own employees, agents, Design/Builders, , suppliers and assess all costs, expenses or fees for same against the Design/Builders.

8.01.04.02 Terminate for Cause, Design/Builder's right to proceed with the performance of the Work or any separable part of the Work, in accordance with the applicable provisions of the Contract Documents.

8.02 The Design/Builder shall receive Owners approval prior to demobilizing from the Site.

ARTICLE 9. CONTRACT PAYMENTS.

9.01 Schedule of Values:

9.01.01 The Design/Builder shall submit and have approved by the Owner a Schedule of Values prior to the first Application for Payment. The approved Schedule of Values will become the basis for the monthly applications for payment.

9.02 The Owner shall pay the Contract Price to the Design/Builder in accordance with the procedures as set forth below.



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9.02.01 On or before the 15th day of each month, or as agreed otherwise, the Design/Builder shall submit an Application for Payment for the period ending the last day of the previous month or other arrangements as mutually defined and agreed to by the Design/Builder and Owner.

9.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents. Refer to Document 01290 and Form 01290a.

9.02.02.01 The Application for Payment shall include complete supporting information, and any information as may be required by the Design Criteria Professional, or the Owner.

9.02.02.02 Application for Payment will include partial waivers of lien signed by the Design/Builder and his Subcontractors.

9.02.03 The Owner shall pay the Design/Builder in accordance with the procedures set forth in the Contract Documents, applicable Florida law, and the Florida Prompt Payment Act. Note: The schedule of values does not constitute the actual cost of any specific item but is merely used as a method of payment.

9.02.03.01 Upon 50% completion of defined portions of the project, 5% of this retainage shall be reviewed for release by the Owner in accordance with Florida Statute 255.078. A separate application for payment shall be made for all Retainage release requests.

9.02.04 The Design Criteria Professional's approval of the Design/Builder's Applications for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in the Contract Documents.

9.02.05 Submission by the Design/Builder of an Application for Payment constitutes an affirmative representation and warranty that all Work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance by any person whatsoever.

9.02.06 As a condition precedent to payment, the Design/Builder shall, as required elsewhere in the Contract Documents provide to the Owner documents relating to the Project, including but not limited to, updated schedules.

9.03 When payment is received from the Owner, the Design/Builder shall within ten (10) days, pay all subcontractors, materials men, laborers and suppliers the amounts they are due for all work covered by such payment.

9.03.01 In the event such payments are not made in a timely manner the Owner may invoke reasonable procedures in order to insure that subcontractors, laborers, suppliers, materials men or others are paid timely.

9.03.02 The Design/Builder shall not withhold payment from any party without discussing the causes with the Owner.



- 9.04 Payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall the payments act as a waiver or release of future performance requirements in accordance with the Contract Documents.

ARTICLE 10. WITHHOLDING PAYMENT TO DESIGN/BUILDER.

- 10.01 The Owner is entitled by the terms of this Contract to withhold or to reduce any Payment due to the Design/Builder if any of the following conditions occur:
- 10.01.01 Liquidated Damages as set forth in this Contract
 - 10.01.02 Defective Work
 - 10.01.03 Punch-List items
 - 10.01.04 Subject to Owner's written notice to the Design/Builder in accordance with the Contract Documents back charge items for work performed by Owner or another Design/Builder at the request of Owner, for work which was in the scope of the Work under this Contract.
 - 10.01.05 Claims filed by Subcontractor, laborers, suppliers, materials men or others.
 - 10.01.06 Failure to comply with any and all insurance requirements.
 - 10.01.07 Failure of the Design/Builder to make payment properly to Subcontractors or others.
 - 10.01.08 Material damage to the Owner or another Contractor or subcontractor.
 - 10.01.09 Failure of the Design/Builder to carry out any of its obligations in accordance with the Contract Documents.
 - 10.01.10 Failure of the Design/Builder to submit the information or documents required by this Contract or reasonably required by Owner.

ARTICLE 11. DESIGN/BUILDER'S RIGHT UPON NONPAYMENT.

- 11.01 If the Owner, without notice of cause, fails to make payment to the Design/Builder within thirty (30) days of the payment due date, the Design/Builder, after providing ten (10) days written notice to the Owner shall have the right to cease work until receipt of proper payment.

ARTICLE 12. INFORMATION AND DOCUMENTS SUPPLIED BY THE OWNER.



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- 12.01 The Owner shall furnish to the Design/Builder, prior to the execution of the Contract, any and all available written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.

ARTICLE 13. LICENSES AND PERMITS.

- 13.01 All licenses, permits and fees necessary to commence and prosecute the Work to completion shall be procured and paid for by the Design/Builder.
- 13.02 Design/Builder shall procure and pay for all permits, bonds, inspection fees as required by any State, County, District, municipal agencies, and any utility having Jurisdiction for the Project. This includes Work in the Public right-of-ways and other Work outside of the Owner's property lines.
- 13.03 All easements and rights-of-way's will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

ARTICLE 14. STOP WORK ORDER.

- 14.01 In the event the Design/Builder fails or refuses to perform the Work as required herein, the Owner by written instruction may instruct the Design/Builder to stop work in whole or in part. Upon receipt of such instruction, the Design/Builder shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.
- 14.01.01 If the Design/Builder fails and refuses within 7 (seven) days of receipt of the Stop Work Order to provide adequate assurance to the Owner that the cause of the cease and desist notice, will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces, or with the forces of another Design/Builder, and the Design/Builder shall be fully responsible and liable for the costs of performing such work by the Owner.
- 14.02 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Design/Builder.

ARTICLE 15. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE DESIGN/BUILDER.

- 15.01 The Design/Builder shall perform the Work in accordance with the Contract Documents.
- 15.02 The Design/Builder shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Design/Builder.
- 15.03 The Design/Builder hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be



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new, that the Work will be complete, without defects, and in compliance with the requirements of the Contract Documents.

15.03.01 Any Work not complying with the requirements of this Subparagraph shall be immediately rectified by the Design/Builder or they shall constitute a breach of the contract.

15.04 Record Keeping on Site:

15.04.01 The Design/Builder shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings, as-built drawings, and other submittals, and other documents and materials as required by the Contract Documents, at the site where practical.

15.04.01.01 All of these items shall be available to the Owner and the Design Criteria Professional at all regular business hours.

15.05 Shop Drawings and Other Submittals:

15.05.01 The Design/Builder shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work.

15.05.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Design/Builder before submitting same to the Design Criteria Professional.

15.05.03 The submittals from the Design/Builder are not part of the Contract Documents until approved by the Design Criteria Professional. These documents are then utilized by the Design/Builder to coordinate and execute the Work.

15.05.04 The Design/Builder shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Design Criteria Professional.

15.05.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Design Criteria Professional or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.

15.05.06 The Owner and the Design Criteria Professional shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.

15.05.07 The Design/Builder shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of all resubmittals, the date of any approval or rejection, and the reason for any approval or rejection.



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15.05.08 The Design/Builder shall have the duty to carefully review, inspect and examine all submittals and resubmittals before submission of same to Owner or the Design Criteria Professional.

- 15.06 The Design/Builder shall maintain tidy, safe and clean condition during performance of the Work. Upon final completion, the Design/Builder shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure. Refer to bid documents for any additional site rules as a result of the proposed projects adjacencies.
- 15.07 At all times, the Design/Builder shall permit the Owner and the Design Criteria Professional to enter upon the Project site and to review or inspect the Work.
- 15.08 The Design/Builder agrees that its staff, his consultants and his Subcontractors who will perform any work under this Agreement are subject to Owner's reasonable approval. Attached to the Contract is a listing of the Design/Builder's staff, his Consultants and the Prime Subcontractors who have been assigned or contracted to provide the work required under this Agreement. None of these staff, or Consultants or Subcontractors staff 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 that within fourteen (14) calendar days of receipt of a written request from the Owner, to promptly remove and replace any personnel employed by or contracted by the Design/Builder, or any Subcontractor or any personnel of any such Subcontractor engaged by the Design/Builder to provide and perform any of the Work 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 Subcontractor or Consultant without cause, an equitable adjustment shall be made to the compensation provided for, in any Notice to Proceed to which such the Subcontractor or Consultant may have been assigned.

15.08.01 The Prime Subcontractors and key staff listing is to be submitted to the Owner within 10 days of the receipt of the Notice to Proceed.

ARTICLE 16. SUBCONTRACTS.

- 16.01 The Contract Documents make no attempt to assign the scope of the Work nor responsibilities, it being understood that the Design/Builder shall assign the scope of all Work and responsibilities. Design/Builder shall not replace Subcontractors without good cause. The Design/Builder shall enter into written agreements with all Subcontractors, suppliers and materials men.



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- 16.02 The Design/Builder shall continuously update information concerning Subcontractor submitted to the Owner as Post-Award Information by submitting:

16.02.01 Updated listings of Subcontractors denoting changes to the list submitted with the RFP Proposal and as submitted as Post-Award Information within ten (10) days of said change.

- 16.03 All contracts with Subcontractor shall incorporate by reference the terms and conditions of this Contract.

- 16.04 The Design/Builder shall include in all Subcontracts a provision for the benefit of the Owner binding the Subcontractor to remain bound by the Subcontracts in the event the Design/Builder is replaced by another Design/Builder pursuant to the term of the Contract Documents. The Design/Builder shall also include in all Subcontracts a provision requiring the Subcontractor, in the event of the Design/Builder's termination, to consent to the assignment of their Subcontracts to the Owner.

ARTICLE 17. BONDING OF SUBCONTRACTOR.

- 17.01 The Design/Builder shall submit proof, in the form of copies of properly executed bond forms, that the prime subcontractor have provided a performance bond and a payment bond to the Design/Builder and Owner as dual obligees with a corporate surety approved by the United States Treasury Department and authorized to do business in the State of Florida.

- 17.02 The respective performance and payment bonds shall:

17.02.01 Require the Surety to perform the Subcontract and to pay all bills and invoices for labor done and materials provided in the performance of the Work, including any guarantee or warranty period provided for in the Contract Documents.

17.02.02 The Bonds shall be on the forms as provided by the Owner. No other forms will be acceptable. (Documents 00620 and 00625)

17.02.03 Executed under corporate seal of the surety and countersigned on the part of the surety by a qualified resident agent of the company or any attorney-in-fact. The Owner may request the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

17.02.04 Bonding companies acceptable to the Owner are bonding companies which are United States Treasury Department approved bonding companies, qualified and rated in accordance with RFP and Contract Form and limited in bonding ability to the current United States Treasury Department standing for net limit on any one risk at the time of execution of the Subcontract.

ARTICLE 18. DESIGN/BUILDER'S SUPERINTENDENT.



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- 18.01 Before starting the Work, Design/Builder shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), to represent and act for the Design/Builder. The Design/Builder shall:
- 18.01.01 Inform Owner, in writing, of the name and address of such representative who shall have full authority.
- 18.02 The Superintendent shall be present or be duly represented at the site of the Work at all times when the Work is in progress.
- 18.03 During periods when portions of the Work are suspended, the Design/Builder shall provide a list of emergency contacts.
- 18.04 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; activities in progression; safety incidents and accident logs; and inspections at site. Copies of the daily entries shall be provided to the Owner weekly.

ARTICLE 19. COOPERATION WITH OTHERS.

- 19.01 The Owner and other Design/Builders and Subcontractors may be working at the site during the performance of the Contract, and Design/Builder's work may be interfered with as a result of such concurrent activities. Design/Builder shall fully cooperate with other Design/Builders to avoid any delay or hindrance so it does not compromise any Design/Builder's scope of work or schedule. Owner may require that certain facilities be used concurrently by Design/Builder and other parties and Design/Builder shall comply with such requirements. These items shall be as identified in the RFP.
- 19.02 If any part of the Design/Builder's work depends on proper execution or results from any work performed by the Owner or any separate Design/Builder, the Design/Builder shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Design/Builder to so report shall constitute an acceptance of the Owner or separate Design/Builder's work as fit and proper to receive Design/Builder's Work, except as to defects which may subsequently become apparent in such work performed by others.

ARTICLE 20. SITE CONDITIONS.

- 20.01 Design/Builder may reasonably rely upon site documentation provided by the Owner. In the event the site conditions are materially different than what Design/Builder anticipated as a result of Design/Builder's inspection of the property or tests, information or data supplied to Design/Builder by others such as Design Criteria Professionals or testing companies, then Design/Builder may seek an adjustment in time or price based upon the new information, provided that, the Design/Builder gives Owner written notice of the different conditions within 5 days of discovery of the



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differing site condition. Said request for change in time or price shall be addressed in the same manner as a Change Order pursuant to Article 31 below.

ARTICLE 21. PROTECTION OF WORK.

21.01 Design/Builder shall be responsible to protect the Work at the jobsite.

21.01.01 Design/Builder shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

21.02 Design/Builder shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these involved in the Work until final acceptance of the Work under this Contract.

21.03 Temporary access for the introduction of work and materials to the structure and construction site shall be protected for weather protection and for the work and materials so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

ARTICLE 22. SBBC ISSUED IDENTIFICATION BADGES.

22.01 Design/Builder agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Design/Builder and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Design/Builder or its personnel providing any services under the conditions described in the previous sentence. Design/Builder will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Design/Builder and its personnel. The Parties agree that the failure of Design/Builder to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

22.02 Design/Builder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Design/Builder's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Design/Builder pursuant to Article 37 of the General Conditions and the laws of Florida. Design/Builder shall cooperate with Owner on all security matters.

ARTICLE 23. ADMINISTRATION OF THE CONTRACT.



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- 23.01 The Design Criteria Professional will provide Administration of the Contract.
- 23.01.01 In the event the Owner should find it necessary to replace the Design Criteria Professional, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Design Criteria Professional.
- 23.02 Unless otherwise directed by the Owner in writing, the Design Criteria Professional will perform those duties and discharge those responsibilities allocated to the Design Criteria Professional by the Owner.
- 23.03 The Design/Builder will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions.
- 23.04 The Design Criteria Professional and Owner will each have the authority to reject Work which does not conform to the Contract Documents.
- 23.05 The Design Criteria Professional shall require special inspection or testing of the Design/Builders Work with prior approval by the Owner.
- 23.06 The Design/Builder shall forward all communications to the Design Criteria Professional, with simultaneous copies to the Owner.
- 23.07 The Design Criteria Professional will review and certify the Design/Builder's Application for Payments which the Owner must subsequently approve prior to Payment of the Design/Builder.
- 23.08 The Design Criteria Professional shall review submittals for the design intent of the Contract Documents only, the Design/Builder's Consultants being responsible for verifying all dimensions, quantities and technical merits and requirements of the submittals.
- 23.09 The Design Criteria Professional shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Design/Builder, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Design/Builder relating to the execution or progress of the Work or the interpretation of the Design Criteria requirements.
- 23.10 The duties, responsibilities and limitations of authority of the Design Criteria Professional and the Owner will not be modified nor extended without written consent of the Design/Builder, the Design Criteria Professional, and the Owner.



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ARTICLE 24. MATERIALS.

24.01 The Design/Builder shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work.

24.01.01 Any such substitution must be approved by the Design Criteria Professional and Owner prior to incorporation into the Work.

24.01.02 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.

24.01.03 All additional costs incurred as the result of any substitution will be the direct responsibility of and borne by the Design/Builder, including but not limited to any Design Criteria review fees.

24.02 The standard submittal process shall be utilized for the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without identification of a specific product name.

24.03 Design Criteria Professional shall request a Change Order Proposal from the Design/Builder for modifying the Contract to incorporate alternative materials or equipment.

ARTICLE 25. STORED MATERIALS.

25.01 Design/Builder shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.

25.01.01 Design/Builder is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.

25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.

25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Design/Builder at its expense.

25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.

25.02 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Design/Builder also complies with the following:



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- 25.02.01 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.
- 25.02.02 Evidence that proper storage security is provided.
- 25.02.03 The Owner is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
- 25.02.04 The Design/Builder and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Design/Builder releases Owner from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including Owner's negligence, regardless of whether the Owner has paid for said Stored Materials.
- 25.03 Once any Stored Material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the Project or upon subsequent written approval by Owner.
- 25.04 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the Owner.
- 25.05 It is further agreed between the parties that the transfer of title and the Owner's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Design/Builder of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.
- 25.06 The Design/Builder warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Design/Builder, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Design/Builder, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Design/Builder or such person.
- 25.07 In the event stored materials which Owner is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Design/Builder shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Design/Builder's next application for payment.



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ARTICLE 26. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

26.01 All material and equipment provided and work performed shall be properly inspected by Design/Builder, and shall at all times be subject to quality inspections, or observations by Owner, Design Criteria Professional and any inspectors conducting an inspection pursuant to code, law, regulations, etc.

26.01.01 Design/Builder shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality inspection, observation shall be readily available pending space availability.

26.01.02 Owner also reserves the right to designate others such as Design Criteria Professionals, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the placement of the Work.

26.01.03 Owner and Design Criteria Professional shall be afforded access to the shops, factories or places of business of Design/Builder and its Subcontractor for such quality inspection, observation to determine the status of the Work in progress.

26.01.04 In the event the Design Criteria Professional, Owner, or Testing and Inspection Lab's requires a factory inspection, the Design/Builder shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Design Criteria Professional and Owner so an inspection can be scheduled timely. Provide 10 day's notice.

26.02 If any Work should be covered up without approval or consent of the Design Criteria Professional or Owner, it shall, if required by the Design Criteria Professional or Owner, be uncovered for examination at the Design/Builder's expense.

26.03 If any material, equipment or workmanship is determined by Owner, Design Criteria Professional or Inspector either during performance of the Work, on final quality review, or during the applicable warranty period, to be defective or not complying with the requirements of this Contract; the Owner, Design Criteria Professional or Inspector will notify the Design/Builder in writing that such material, equipment or portions of the Work is rejected.

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.



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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.
- 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.



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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 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.

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.



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- 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.
- 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



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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.

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



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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.
- 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.



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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.

35.09.02.02.02 OSHA 2203: Provisions of the Act poster.



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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.



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- 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 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.



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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.

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

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



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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, 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.

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: 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
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Exhibit 1 - Site Location Plan
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Exhibit 4 – HVAC Report
Exhibit 5 – Roofing Report



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.



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.



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



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



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

Attachment 1

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

Attachment 1

be deemed to be the notice of termination without cause and the Design/Builder's remedies against the Owner shall be the same as and limited to those afforded the Design/Builder under paragraph 2.3.5.5.

2.3.2.4 The Owner shall have the right to terminate this Agreement and any Notice to Proceed in effect, in whole or in part, without cause upon five (5) calendar days written notice to the Design/Builder. In the event of such termination is for convenience, the Design/Builder's recovery against the Owner shall be limited to that portion of the Design/Builder's compensation earned through the date of termination, for any Notice to Proceed so cancelled, and any costs reasonably incurred by the Design/Builder that are directly attributable to the termination, but the Design/Builder shall not be entitled to any other or further recovery against the Owner.

2.3.2.5 Upon termination, the Design/Builder shall deliver to the Owner all papers, records, documents, Auto CAD files, drawings, calculations, models, and other materials in the Design/Builder's possession or control arising out of or relating to this Agreement.

2.3.2.6 Regardless of the grounds for any termination pursuant to this Article, and notwithstanding any provisions in this Article to the contrary, the Design/Builder's insurance, indemnification, warranties, and maintenance of records obligations shall survive any termination.

2.3.2.7 The Owner shall have the authority to suspend all or any portions of the Services to be provided by the Design/Builder hereunder upon giving the Design/Builder two (2) calendar days prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended and then resumed, the Design/Builder shall be granted an extension of time to resume the project and to perform the work and shall be entitled to additional compensation as set forth in the contents of Article 7.7.4.

3 **PART 2 – ARTICLE 3 – Waiver of Claims**

3.3.2 The Design/Builder's acceptance of final payment for Services provided under any Notice to Proceed shall constitute a full waiver of any and all claims, by it against the Owner arising out of the Notice to Proceed or otherwise related to those Services, except those previously made in writing and identified by the Design/Builder as unsettled at the time of the payment. Neither the acceptance of the Design/Builder's Services nor payment by the Owner shall be deemed to be a waiver of any of the Owner's rights against the Design/Builder.

PART 3 – CONTRACT TIME

PART 3 – ARTICLE 1 - Contract Time

3.1.1. All references to time in the contract documents refers to calendar days.

3.1.2. Time is of the essence.

3.1.3. Prior to or within ten (10) days of receiving a written Notice to Proceed by the Owner to perform the Services identified for a particular project, the Design/Builder agrees to submit, review and finalize with the Owner, a computer generated schedule for the performance of the Design Services, based on the

Attachment 1

scope of the Services presented. The Design Services shall be commenced, performed and completed in accordance with the Notice to Proceed and this approved finalized Schedule. Refer to Attachment 3 for required scheduling format.

- 3.1.4. Should the Design/Builder be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the Design/Builder, then the Design/Builder shall notify Owner in writing within five (5) calendar days after commencement of such delay, stating the cause or causes thereof. Failure to provide such notice timely will result in the Design/Builder rights to a possible time extension being waived. Unforeseeable causes include, but are not restricted to: acts of God or of public enemy, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, acts of government or of Owner delays.
- 3.1.5. Unless otherwise expressly provided for in the Notice to Proceed, no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Design/Builder's Services from any cause whatsoever, shall relieve the Design/Builder of its duty to perform or give rise to any right to damages or additional compensation from the Owner. The Design/Builder expressly acknowledges and agrees that it shall receive no damages for delay. If the Design/Builder is delayed by items listed above including Owners delays, the Design/Builder's sole remedy, if any, against the Owner will be the right to seek an extension of time to its Schedule; this paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. If through no fault and neglect of the Design/Builder, the services to be provided hereunder have been delayed for a total of six months, the Design/Builder's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs plus OHP experienced by the Design/Builder, if any, as a result of such delays.
- 3.1.6. Should the Design/Builder fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely and diligent manner, in addition to any other rights or remedies available to the Owner hereunder, the Owner at its sole discretion and option may withhold any and all payments due and owing to the Design/Builder until such time as the Design/Builder provides a satisfactory Recovery Schedule and resumes performance of its obligations hereunder in such a manner so as to establish to the Owner's satisfaction that the Design/Builder's performance is or will shortly be back on schedule.

PART 3 - ARTICLE 2 - Contract Duration

- 3.2.1 The Term of this Agreement shall start upon the execution by the parties hereto and the issuance of the Notice to Proceed and shall extend until the completion of the warranty phase activities as set forth, except as may be otherwise agreed to in writing.
- 3.2.2 Time Extensions: A reasonable extension of time for completion of various Phases may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations of this Agreement. These types of time extensions shall not entitle the Design/Builder any additional compensation.

PART 4 – OWNER’S RESPONSIBILITIES

PART 4 – ARTICLE – 1 Miscellaneous

- 4.1. The Owner shall designate in writing the Project Manager to act as the Owner’s representative with respect to the Services to be rendered under the Notice to Proceed.
- 4.1.1. The Project Manager shall have authority to transmit instructions, receive information, interpret and define the Owner’s decisions with respect to the Design/Builder’s Services under the Notice to Proceed.
- 4.1.2. The Project Manager, nor any other party is authorized to issue any verbal orders or instructions to the Design/Builder that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatsoever the:
- 4.1.2.1. The Scope of Services to be provided and performed by the Design/Builder as set forth in the Notice to Proceed;
- 4.1.2.2. The time the Design/Builder is obligated to complete all such Services as set forth in the Notice to Proceed or in the Project Development Schedule submitted and approved pursuant to this Agreement;
- 4.1.2.3. Or the amount of compensation the Owner is obligated or committed to pay the Design/Builder as set forth in the Notice to Proceed;
- 4.1.2.4. Any additional services or change in Project scope or time shall be issued in a duly executed Change Order prior to the starting of a service activity.
- 4.2. The Owner shall consult with the Design/Builder and provide the Design Criteria Package with information regarding requirements for the project, including the Project Scope, and Schedule and will set forth the Owners contemplated design objectives, constraints and criteria, including educational specification, facilities lists, any special or specific space requirements and relationships, flexibility and expandability requirements, special equipment and site requirements that are reasonably necessary for the Design/Builder to perform its services.
- 4.3. The Design/Builder shall download an electronic copy of the District’s Design and Material Standards for the Design/Builders use in developing design and documentation for the Project. These documents are technical specifications and their intent is to convey basic Owner preferences to the Design/Builder. The Design/Builder shall consult with the Owner in regards to any discrepancies or errors found in these documents. The Design/Builder remains responsible for the technical content and accuracy of the documents produced under the terms of this agreement.
- 4.4. The Design/Builder shall download an electronic copy of the Owners Design Criteria for the Design/Builder’s use in developing designs for the project. These Criteria’s are guidelines, which address Owner related issues including but not limited to: ease of maintenance, life cycle costing, and functionality of the facility.
- 4.5. The Design/Builder shall download the Document Submittal Checklist for Plan Review. This checklist is a guideline indicating minimum requirements for the submittal of contract documents for Building Departments Plan Reviews. The completed checklist form is required with each submission for all applicable disciplines.

Attachment 1

- 4.6. As applicable, and where available the Owner shall furnish a legal description and a certified land survey of the Site. The Owner shall supply the certified land survey in hardcopy and electronic media formats. The certified land survey shall provide boundary dimensions, locations of any existing structures and trees, the grade and line of street, pavement and adjoining properties, the rights, restrictions, easements, boundaries, topographic data and information relative to sewer, water, gas and electrical services.
- 4.7. As applicable, the Owner shall furnish the services of soils engineers or other consultants if such services are necessary. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, tests for hazardous materials, chemical, mechanical, structural or other tests with reports and appropriate professional recommendations.
- 4.8. The Owner shall furnish an initial Project Schedule for the project showing activities and critical dates for completion of the project within the allotted time. The Design/Builder will utilize this schedule to develop the Full Project Development Schedule for finalization with the Owner.
- 4.9. The Owner, for existing facilities, and when possible, shall provide As Built and other available documents from the time of the original construction of the Facility. These documents however are not warranted to represent the current existing conditions. The Design/Builder shall perform non-destructive field investigations as necessary to obtain sufficient information to perform services. If necessary, with the Owner's prior approval, destructive testing can be accomplished. The demolition and repairs associated with the destructive testing shall be compensated as a reimbursable expense. The Owner does encourages the use of destructive test techniques to retrieve information that can be utilized by the Design/Builder to clearly indicate the existing conditions and incorporated this information into the Contract Documents.
- 4.10. The Owner shall arrange for access to and make all provisions for the Design/Builder to enter the site set forth in the Notice to Proceed to perform the Services to be provided by the Design/Builder under this Agreement. The Design/Builder acknowledges that such access may be provided during times that are not the normal business hours of the Design/Builder.
- 4.11. Wherever the terms of this Agreement refer to some action, consent, or approval to be provided by the Owner or some notice, report or document is to be provided to the Owner, such reference to "Owner" shall mean Owner's designee, unless otherwise stated.
- 4.11.1. This excludes approvals of Additional Services or changes to this Agreement.

PART 5 – TERMS AND CONDITIONS

PART 5 – ARTICLE 1 – Insurance

- 5.3.1 Refer to RFP and Design Build General Conditions.

PART 5 – ARTICLE 2 – Ownership and License of Documents and Intellectual Property

- 5.8.1. All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for the Design/Builder, or otherwise provided to the Owner, pursuant to this Agreement

shall be Project Documents. To the extent they have any such rights, the Design/Builder and his consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Project Documents.

- 5.8.2. The Design/Builder shall obtain from each of the Design/Builder's consultants, contractors, subcontractors, and representatives (jointly the Design/Builder's Consultants) either an assignment from the Consultant to the Owner of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Project Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license from the Design/Builder's Consultants to the Owner, granting the Owner the right to reproduce, create derivatives of, distribute, and use all Project Documents in which the Design/Builder's Consultant has or may have any rights.
- 5.8.3. The Design/Builder and His Consultants shall grant, and hereby does grant, the Owner an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Project Documents in which the Design/Builder has or may have any rights.
 - 5.8.3.1. As reasonably necessary for archival, safety, and disaster recovery purposes.
 - 5.8.3.2. For submission or distribution, as the Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project.
 - 5.8.3.3. For constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project.
 - 5.8.3.4. For the planning, design, construction, completion, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects.
- 5.8.4. Design/Builder and his Consultants shall grant, and hereby does grant, Owner, an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid-up license to:
 - 5.8.4.1. Design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Project Document.
 - 5.8.4.2. To use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by Design/Builder or Design/Builder's Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.
 - 5.8.4.3. The Design/Builder hereby consents to any use of any and all Project Documents by any replacement Architects, retained by the Owner; however, the Design/Builder shall not be liable for any portion of the reuse project and the Owner agrees to indemnify and hold Design/Builder harmless from any liability in regards to the reuse Project.

Attachment 1

- 5.8.4.4. Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein or pursuant to this Agreement to another party without the prior written consent of the Design/Builder, which consent shall not be unreasonably withheld, conditioned or delayed.
- 5.8.4.5. The Owner may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent Owner of any portion the Project without Design/Builder's prior consent. Further, the Owner shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Project Documents as appropriate to and for use in connection with the completion of the Project or the Owner's exercise of any right or license granted herein or pursuant to this Agreement.
- 5.8.4.6. Design/Builder hereby represents and warrants that all Project Documents, architectural works, or other works developed, authored, or provided to the Owner pursuant to this Agreement shall be original in the Design/Builder or the Design/Builder's Consultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. Furthermore, to the fullest extent permitted by law, the Design/Builder shall indemnify, protect and hold harmless the Owner, its officers, directors, contractors and employees of any of them (collectively "Indemnities") from and against all costs, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Project Document, architectural work, or other work developed or authored by the Design/Builder or the Design/Builder's consultants, or provided to the Owner by the Design/Builder, pursuant to this Agreement infringes any intellectual property right, including without limitation copyright, of any person. This indemnification shall be deemed part of the Project specifications and to fully comply with Section 725.06, Florida Statutes, including any amendments thereto, in all respects. If any word, clause or provision of this section 8.7 is determined not to be in compliance with Section 725.06, Florida Statutes, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that this indemnification obligation complies fully with Section 725.06, Florida Statutes, including any amendments, in all respects. Furthermore, this indemnification is in addition to and not in lieu of any common law indemnification to which any of the Indemnities are entitled.

END OF TERMS / CONDITION / REQUIREMENTS

ATTACHMENT 2 - DCP

Basic Design Phasing Requirements

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Basic Design Phasing Requirements

1.0 Project Start

- 1.1 The Design/Builder is awarded a Project.
- 1.2 A Project Design kickoff meeting will be requested to review the particulars of the proposed Project. An abbreviated site visit by the Design/Builder with the Program's Project Manager and/or Design Manager may be requested prior to the kick off meeting.
- 1.3 Based on the specific Project Scope, portions of the following design stages and design activities may not be required as part of the Design/Builders scope of work for the particular Project.
- 1.4 These scope determinations will be discussed at the kickoff meeting and an action plan will be developed and issued. Note that the RFP package from the Owner may indicate some preliminary scope determinations, which will also be discussed for the Design/Builder's input.

2.0 Pre-Design

- 2.1 Prior to commencing work The Design/Builder shall have received a fully executed Authorization to Proceed.
- 2.2 Visit and inspect the site to verify if existing conditions conform to those portrayed on information as may have been provided by the Owner:
- 2.3 Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition and age of the existing equipment and site with particular attention to the following building/site elements as appropriate to the Project's applicable scope of work and its intent.
 - 2.3.1 All applicable above ceiling areas.
 - 2.3.2 Power supplies, switch gear, breaker panels, electrical room, electrical vault, transformers and mechanical room.
 - 2.3.3 Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
 - 2.3.4 Roofing, waterproofing and building envelope systems.
 - 2.3.5 Site drainage systems and water retention characteristics.
 - 2.3.6 Determine average condition of fixed equipment.
 - 2.3.7 Life safety, fire alarms, public address, generators and emergency lighting.
 - 2.3.8 ADA requirements.
- 2.4 Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are

authorized in advance by the Owner.

- 2.5 Room and space size and relationship requirements are to be extracted and organized based on the SREF requirements.
- 2.6 Subsidiary spaces and sizes are to be extracted and organized based on the SREF requirements.
- 2.7 A preliminary SREF Space Chart Form shall be generated at this time.
- 2.8 Investigate and response/react to any defined required design concept or theme presented in the ATP shall be provided. Response can be in any format. Photos, sketches, narrative.
- 2.9 The Risk Analysis and Solutions provided by the Design/Builder as part of the RFP Submittal will be discussed. Follow up actions required for each item that remains pending after this initial review will be documented.
- 2.10 The Design/Builder shall preform a building code analysis.

3.0 Pre-Design Review Meeting

- 3.1 The purpose of this review shall to be to review all known aspects of the proposed project to date and to make determinisms for the next stage. The review shall include the following:
 - 3.1.1 Impact of existing conditions.
 - 3.1.2 Spatial and functional relationships
 - 3.1.3 Site relationships
 - 3.1.4 Room listings, sizes and functions
 - 3.1.5 Risk Analysis factors
 - 3.1.6 Building Code Analysis
 - 3.1.6.1 Occupancy classifications
 - 3.1.6.2 Possible and Proposed construction types.
- 3.2 The Design/Builder shall present the alternative approaches to the use, and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, shall make recommendations among such alternatives, including site locations of building additions.
- 3.3 Based on this review, an Action Plan will be developed and distributed. Pending the

directions to be taken, a new ATP may be required.

4.0 Conceptual Design

4.1 Prior to the start of work for the Conceptual Design stage, the Design/Builder shall receive written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

4.2 A Basis of Design Report shall be developed by the Design/Builder based upon, the information gathered from the site review, the ATP requirements and the extraction of the defined space requirements and accessory spaces as per the SREF requirements, and any direction provided as a result of the Pre-Design Review Action Plan. The Basis of Design Report will include the following information.

4.2.1 Alternative spatial relationships and site relationships are to be evaluated

4.2.1.1 Site relationships are to be further defined and illustrated by outline plans inserted onto a site plan.

4.2.1.2 Pending the Site particulars and pending the program, more than one building solution may be required.

4.2.2 Spatial adjacency and functional relationships are to be further defined and integrated and illustrated by outline plans.

4.2.2.1 Circulation and egress requirements are to be further defined and indicated on the outline plans.

4.2.3 Alternative building elevations to be provided for primary exposed façade and at a primary connection to an existing condition façade.

4.2.4 Building Section thru the primary new functions of proposed new spaces. Relationship with existing conditions shall also be presented.

4.2.5 The OEF Space Chart Form shall be updated at this time.

4.2.6 The Design/Builder shall report as to the status of the selections of materials and discuss any changes or additions from previous discussions.

4.2.7 The Design/Builder shall report as to the status of the recommended building systems and equipment and discuss any changes or additions from previous discussions.

4.2.8 The Design/Builder shall report as to the status of the potential construction methods, the optional methods of project delivery and to discuss any changes or additions from previous discussions.

4.2.9 The Risk Analysis shall be updated as a result of, new discoveries and

resolution of items thru the current progress.

- 4.3 A Projected Construction Cost analysis and statement shall be provided at this time.
- 5.0 Concept Design Review Meeting
 - 5.1 The purpose of this review shall to be to review the status and progress of the proposed project to date and to make determinisms for the next step. The review shall include the review of items 4.2.1 thru 4.3 above.
 - 5.2 Based on this review, an Action Plan will be developed and distributed.
 - 5.2.1 Pending the scope of the Project, this review may be a 2 step review. The Design/Builder may be required to present the Project to a Design Review Committee or to the School Board. (note: in most cases, this requirement will be identified in the Design Criteria's Project Specific Process Requirements. Attachment A1 DCP.
- 6.0 Schematic Design
 - 6.1 Prior to the start of work for the Conceptual Design stage, the Design/Builder must receive written direction from the Owner to proceed. E-mail format will be utilized for this authorization.
 - 6.2 The Design/Builder shall prepare, submit and present for approval by the Owner a Schematic Design Report Package, comprised of the SREF requirements for Schematic Design Documents and Schematic Design Studies.
 - 6.2.1 Any special requirements affecting the Project shall be identified.
 - 6.2.2 A statement of Projected Construction Cost.
 - 6.2.3 The OEF Space Chart Form updated and formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.
 - 6.2.3.1 Provide room name and number listing in a (room finish) re-usable format – with columns for SFs at this time.
 - 6.2.4 Site Survey -- A hardcopy and electronic media copy of the site survey with the following information: the legal description of the site, acreage, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps, and use. The site survey may be an update of informational surveys provided by the Owner but shall be prepared on electronic media and submitted in both hard and electronic

media formats.

6.2.5 Schematic Design Documents

- 6.2.5.1 These documents shall be schematic, responding to the Project requirements. In addition to SREF requirements and information required by the Owner's document submittal checklist for schematic design.
- 6.2.5.2 A Transmittal Form.
- 6.2.5.3 A site plan showing acreage, contours and general topographical conditions, flood plain elevation and velocity zone, over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas with accessible spaces identified,, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings and use, location of proposed building(s) and future additions, portable classrooms and other re-locatable or temporary structures, community use buildings, phased construction, preliminary soil borings. (At Plan review stage and CD review stage, a statement will be required to be included on the site plan identifying the FEMA flood plain and the velocity zone in which the project is located. The statement shall be signed and dated by the Architect or Engineer of Record.)
 - 6.2.5.3.1 Indicate general locations, of service and preliminary service requirements with all utility companies (Florida Power and Light, Owner selected phone service, cable TV, water, sewer, storm drainage and any other identified utility service.
 - 6.2.5.3.2 Environmentally sensitive site areas as identified on the Owner provided Environmental Study (per Section 235.193, F.S.) to be indicated on the plans along with any identified related requirements for these areas.
- 6.2.5.4 Floor plans showing over-all dimensions, room names, door locations, accessible building exits, occupant loads of each space, any existing buildings and its use. Previously planned future additions, if additions are still planned. (Owner to confirm) and any known planned construction on site or adjoining the site. (Owner to confirm)
- 6.2.5.5 Provide a life-safety plan delineating the paths of travel, the source

and exiting volumes and the exit width and path of travel calculations. Indicate accessible exits. Indicate fire walls, smoke partitions, and protected corridors. Identify any special fire suppression systems e.g. kitchen hoods, halon, CO2 systems, etc. Identify any spaces or zones not receiving a fire suppression system. Indicate preliminary fire alarm systems zones. Indicate preliminary fire sprinkler systems zones. Indicate control panel location. Indicate any other life-safety features relevant to the facility.

6.2.5.6 Provide elevations and sections of the building to illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, preliminary material selections, and other building features and spatial relationships.

6.2.5.7 An Outline Demolition Plan

6.2.5.7.1 Indicate spaces impacted by demolition. And show where and how impacted spaces are integrated into the new plan. This shall be 2 reduced size plans on 1 sheet.

6.2.5.8 Schematic Project Manual

6.2.5.8.1 Outline Specifications for Division 2-17

6.2.5.8.2 Schematic Room Finish Schedule (still with sf columns)

6.2.6 Schematic Design Report Brochure

6.2.6.1 The brochures shall have heavy stock covers and plastic comb or metal spiral binding. 8 ½ x 11 format. Additional copies of this Schematic Design Brochure if required by the Owner will be compensated as a reimbursable service approved in advance by the Owner

6.2.6.2 The Brochure shall include:

6.2.6.2.1 A summary design statement indicating the general design intent, conceptual development,

6.2.6.2.2 A facilities list including the number of spaces, net/gross square footages (separate from the OFE Chart)

6.2.6.2.3 Colored Plans,

6.2.6.2.3.1 Site

6.2.6.2.3.2 Building elevations

6.2.6.2.3.3 Building sections,

6.2.6.2.3.4 Any applicable sketch perspectives

6.2.6.2.3.5 Miscellaneous diagramming, photographs of any applicable massing and building models.

6.2.6.2.4 Narrative discussions and descriptions of preliminary materials selections, components, assemblies, and systems for:

6.2.6.2.4.1 Landscape

6.2.6.2.4.2 Civil

6.2.6.2.4.3 Structural

6.2.6.2.4.4 Mechanical

6.2.6.2.4.4.1 Mechanical Requirements Specific to Remodeling and Addition Projects:
Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment

6.2.6.2.4.5 Electrical

6.2.6.2.4.5.1 Electrical Requirements Specific to Remodeling and Addition Projects:
Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment and the communication equipment room

6.2.6.2.4.6 Plumbing

6.2.6.2.4.7 Misc. technical

6.2.6.2.4.8 Architectural

6.2.7 An Updated Project Development Schedule:

6.2.7.1 This schedule shall be in compliance with the initial Project Schedule and is for approval by the Owner. This schedule shall show activities including but not limited to the Design/Builder's design and coordination efforts and the Owner review/ approval periods.

6.2.7.2 This schedule shall also include all activities known at this stage of the project's development including any projected or preliminary requirements for moving portables, relocating classrooms, removing and storing furniture, hazardous material abatement, any work by the Owner, separate contractors, on-site utilities and equipment and any other activities that may impact the construction of the project. The schedule shall also include any identified offsite work.

- 6.2.7.3 This schedule shall also include the site approval reviews, and the permitting process.
- 6.2.7.4 The schedule to be generated in electronic media software with a bar chart format.
- 6.2.8 Statement of Projected Construction Cost: The Design/Builder shall submit to the Owner for review and approval a schematic design phase estimate of projected construction cost itemized by major categories based on the expected bid date.
- 6.2.9 The Design/Builder shall determine the municipal, county and other jurisdictional agencies that will require site plan coordination and/or approval for the Project and will determine/confirm the permitting and review strategies and update the Project Development Schedule and generate a freestanding Permitting Schedule.
 - 6.2.9.1 The Design/Builder shall prepare applications for these site plan and coordination reviews directly after approval of the Schematic Design Package as appropriate to this phase of the project. The Design/Builder shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project.
- 6.3 Schematic Design Package - Submittal Requirements
 - 6.3.1 The Design/Builder shall submit for Owner approval:
 - 6.3.1.1 Plans
 - 6.3.1.1.1 Three (3) copies of all full size documents are required under this Phase
 - 6.3.1.2 Schematic Design Report Brochure
 - 6.3.1.2.1 Three (3) copies
Quantity pending review requirements
 - 6.3.1.3 Project Development Schedule
 - 6.3.1.3.1 Three (3) copies
 - 6.3.1.4 Projected Construction Cost Report
 - 6.3.1.4.1 Three (3) copies

6.4 The Design/Builder shall provide presentations of the Schematic Design to:

6.4.1 The Owner's staff

6.4.2 Design Review Committee (if required, add 5 copies of brochure)

6.4.3 The School Board of Broward County, Florida, (if required, add 10 copies of brochure)

7.0 Design Development (60%)

7.1 The Design/Builder is to proceed with Design Development and all adjustments to the Project Scope, Schedule, and Budget from the Schematic Design Review as directed by the Owner, after receiving written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

7.2 The Design/Builder shall prepare, submit and present for approval by the Owner, a Design Development Report Package, comprised of the SREF requirements documents and the following:

7.2.1 Project Transmittal Form

7.2.2 OEF form 208 (a) "SREF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.

7.2.3 Documents: These documents shall be design development package corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase I requirements, SREF requirements, and any specific Owner provided informational needs, the documents shall include the following:

7.2.4 Drawing Package Information Sheets

7.2.4.1 Cover Sheet

7.2.4.1.1 Cover sheet will include the following information

7.2.4.1.1.1 Facility name

7.2.4.1.1.2 Project description

7.2.4.1.1.3 SBBC Project number

7.2.4.1.1.4 Listing of consultants

7.2.4.1.1.5 School board members and titles

7.2.4.1.1.6 School board logo

7.2.4.1.1.7 Location map

7.2.4.1.1.8 Document package type

7.2.4.2 Index of Drawings

7.2.4.2.1 The full index of drawings will be in the Architectural Set

7.2.4.3 General Information Sheets

7.2.4.3.1 All disciplines will have the following information sheets. This information may require multiple sheets.

7.2.4.3.1.1 Abbreviations

7.2.4.3.1.2 Reference symbols

7.2.4.3.1.3 Materials legend

7.2.5 Architectural and Civil site plan(s) showing, (in addition to Schematic Design site survey requirements), the proposed design for: landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water piping and physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.

7.2.5.1 A statement, signed and dated by the Design/Builder or his designated Consultant, shall be included on the site plan identifying the number of existing trees, the number and size of required trees, and the number of new trees to be planted (signatures required at 90% CD package).

7.2.6 Building Plans

7.2.6.1 General

7.2.6.1.1 By symbol, indicate fire extinguishers, fire alarm equipment, smoke vents, master valves, emergency disconnects, emergency lighting, emergency power equipment, fire sprinklers, exit signs, smoke and fire dampers, and other life-safety equipment relevant to the facility on the appropriate discipline plans.

7.2.6.1.2 By symbol, indicate connections and tie-ins to any existing equipment on the appropriate discipline plans.

7.2.6.1.3 Floor plans for additions to an existing facility: Indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes. Distinguish between new and existing areas.

7.2.6.2 Floor plans

7.2.6.2.1 Drawn at 1/8 inch or larger scale showing typical student occupied spaces or special rooms with dimensions, public facilities, stairs, elevators, and identification of accessible areas.

7.2.6.3 Floor plans

7.2.6.3.1 Drawn at 1/4 inch or larger scale showing typical spaces

or special rooms with dimensions, equipment and furnishing layouts, door and window locations.

- 7.2.6.3.2 Reflected ceiling plans drawn at 1/4 inch scale (minimum) showing typical spaces or special rooms with dimensions, lighting equipment and ceiling panel layouts.
- 7.2.6.4 Roof plans drawn at 1/4 inch scale (minimum) showing typical spaces or special rooms with dimensions, equipment layouts.
- 7.2.6.5 The life-safety plans shall be updated to reflect modifications as a result of the design progress. Indicate the paths of travel, the source and exiting volumes and the exit width and path of travel calculations. Indicate accessible exits. Indicate fire walls, smoke partitions, and protected corridors. Identify any special fire suppression systems. (kitchen hoods, halon, CO2 systems, etc.) Identify any spaces or zones not receiving a fire suppression system. Indicate preliminary fire alarm systems zones. Indicate preliminary fire sprinkler systems zones. Indicate control panel location. Indicate any other life-safety features relevant to the facility.
- 7.2.6.6 A Proposed Project Phasing Floor Plan drawn at an architectural scale that will allow the entire facility to be shown contiguous, on one sheet, which indicates project phasing as applicable to the Project.
- 7.2.6.7 Existing Facility Accessibility Criteria
 - 7.2.6.7.1 For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:
 - 7.2.6.7.2 Sketches of proposed vertical platform lifts, including layout drawings showing the effect of the lift on existing spaces, corridor widths and exiting from the affected facility.
 - 7.2.6.7.3 Sketches of proposed inclined wheel chair lift including layout drawings showing the effect of the lift on the stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the effect on exiting from the affected areas of the facility.

7.2.6.8 Open Space Concept Criteria

- 7.2.6.8.1 When planning open space schools or administrative spaces, a floor plan shall be submitted showing the methods used to permanently define the means of egress, such as surface finish or color.
- 7.2.6.9 All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale and massing of the facility.
- 7.2.6.10 Typical building sections to show dimensions, proposed construction materials, and relationship of finished floor to finished grades.
- 7.2.6.11 Structural Plans
 - 7.2.6.11.1 Preliminary Structural Drawings including plans and sections indicating anticipated systems, connections and foundations.
- 7.2.6.12 Mechanical Plans
 - 7.2.6.12.1 Single line Ductwork layouts shown on half tone reflected ceiling plans. Diffuser and return air locations as coordinated with Architectural and Electrical lighting plans.
 - 7.2.6.12.2 Identify locations of Mechanical rooms and equipment, any grease trap(s), any LP gas tank locations, natural gas pipe lay out, and tie ins to existing utilities.
 - 7.2.6.12.3 Provide Proposed Mechanical Zoning Plan (as applicable).
- 7.2.6.13 Plumbing Plans
 - 7.2.6.13.1 Indicate all plumbing fixtures and all tie in locations.
 - 7.2.6.13.2 Provide Fixture Unit Counts and Calculations.
- 7.2.6.14 Fire Protection Plans
 - 7.2.6.14.1 Provide Proposed Fire Protection Zoning Plan (as applicable).
- 7.2.6.15 Electrical Drawings
 - 7.2.6.15.1 Lighting layouts for interior and exterior spaces shown on half tone reflected ceiling plans as coordinated with

Mechanical and Architectural.

- 7.2.6.15.2 A one line diagram of the electrical distribution system.
- 7.2.6.15.3 Provide layout indicating security systems devices and control zones.
- 7.2.6.15.4 Locations of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator, location of the intercom console, ITV head end and tower, master clock, fire alarm panel. Show locations of mechanical equipment such as chillers, air handler units, etc. and their respective electrical connections.

7.2.7 Project Manual

- 7.2.7.1 Equipment and Furnishing Schedules: Indicating equipment and furnishing items that will be provided by the Design/Builder and those that will be provided by the Owner or others.

7.2.7.2 Outline specifications:

- 7.2.7.2.1 Current format of CSI Specification Numbering System shall be utilized (based on contract date).

7.2.7.2.1.1 Division 1

- 7.2.7.2.1.1.1 Division 1 to be updated from the Schematic Design submittal
- 7.2.7.2.1.1.2 Schematic Room Finish Schedule updated from schematic (SF columns still present).

7.2.7.2.1.2 Divisions 2 through 17

- 7.2.7.2.1.2.1 Provide outline specifications with general description of all systems and components.

7.2.7.3 Geotechnical Engineer's Report

- 7.2.7.3.1 Provide proposed method of treatment for unusual conditions.

- 7.2.8 Office of Educational Facilities Life-Cycle Cost Analysis (LCCA). LCCA shall be submitted to the Owner for review and approval with the Design Development documents.
 - 7.2.8.1 LCCA shall be by a commercially available life-cycle cost analysis program.
- 7.2.9 Florida Energy Efficiency Code for Building Construction (FEEC). FEEC forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted to the Owner for review and approval with the Design Development documents.
- 7.2.10 Statement of Projected Construction Cost:
 - 7.2.10.1 The Design/Builder shall submit to the Owner for review and approval a Design Development phase estimate of projected construction cost itemized by major categories. The Format for this estimate is to follow the content of the Project's Outline Specification for Divisions 2 through 17.
 - 7.2.10.1.1 Key differences between the Schematic Design and the Design Development cost are to be summarized.
- 7.2.11 An updated Project Development Schedule reflecting development and anticipated schedules for all new and existing subsequent project activities.
- 7.2.12 A written response from the Design/Builder and each of the Consultants, explaining how each previous Owner and reviewing agencies review comments have been addressed.
- 7.2.13 F.I.S.H Data Requirements
 - 7.2.13.1 A simplified single line floor plan of the project;
 - 7.2.13.2 A spreadsheet format schedule reflecting the room numbers; the name of the room or space; the net square footage of the space and the capacity of the space on electronic media and on a single 24" x 36" sheet of vellum conforming to the Owner's standards for graphics and for electronic media submittals. This drawing and database information will be for use in preparing F.I.S.H. (Florida Inventory of School Houses) information. The Design/Builder shall coordinate with and utilize the Owner's F.I.S.H requirements for room numbers, room name assignments and electronic media (format, layering, etc.) prior to developing final documents for this

Design Development submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions.

7.2.14 Existing Hazardous Materials

Provide a letter to the owner advising of the extents of potential hazardous materials as indicated and provided by The PPO Division of the Facilities and Construction Group. Outline the optional or alternate means of removal and timing of removal for Owner review and direction.

7.2.14.1.1 Integrate the impact of the Hazardous materials with the Project Development Schedule.

7.2.14.1.2 Integrate the impact of the Hazardous materials Statement of Projected Construction Cost and other documentation.

7.2.15 Preliminary color boards to review the color selections for all finish materials with the Owner.

7.2.16 Preliminary samples as requested by the Owner.

8.0 Design Development Package - 60% Submittal Requirements

8.1 The Design/Builder shall submit the following for Owner approval:

8.1.1 Plans

8.1.1.1 Three (3) copies of all full size documents

8.1.2 Design Development Report Brochure

8.1.2.1 Three (3) copies

8.1.3 Project Development Schedule

8.1.3.1 Three (3) copies

8.1.4 Projected Construction Cost Report

8.1.4.1 Three (3) copies

8.1.5 Life-Cycle Cost Analysis

8.1.6 Energy Efficiency Code Analysis

8.1.7 Response to Schematic Design Comments

- 8.1.8 F.I.S.H Data Requirements
- 8.1.9 Hazardous Materials letter
- 8.1.10 Updated Discipline Narratives
- 8.2 The Design/Builder shall provide presentations of the Design Development to:
 - 8.2.1 the Owner's staff
 - 8.2.2 Design Review Committee (if required, add 5 copies of brochure)
 - 8.2.3 The School Board of Broward County, (if required, add 10 copies of brochure)
- 9.0 Construction Documents Development – 90% complete
 - 9.1 The Design/Builder is to proceed with the Construction Documents and all adjustments to the Project Scope, Schedule, and Budget from the Design Development review as directed by the Owner, after receiving written direction from the Owner to proceed. E-mail format will be utilized for this authorization.
 - 9.2 The Design/Builder shall prepare, submit and present for approval by the Owner, a Construction Document Report Package.
 - 9.3 This Construction Document Report Package shall include the following items:
 - 9.3.1 Project Transmittal Form (Form 1310b)
 - 9.3.2 An updated OEF form 208(a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.
 - 9.3.3 Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered Design/Builder.
 - 9.3.4 Final Calculations:
 - 9.3.4.1 Structural systems
 - 9.3.4.2 Mechanical systems
 - 9.3.4.3 Electrical systems
 - 9.3.5 Drawings:
 - 9.3.5.1 All construction documents as necessary to receive building permits for the complete scope of work shall be included and shall be substantially complete.
 - 9.3.5.2 Preliminary staging area plans to delineate staging areas, site barriers and other area designations to control and

separate as required, students, faculty, staff and the public from construction activities and traffic.

9.3.6 Project Manual

- 9.3.6.1 All Project Manual documents as necessary to receive building permits for the complete scope of work shall be included and shall be substantially complete.

9.3.7 Project Development Schedule

- 9.3.7.1 Updated and formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, Owner occupancy, mid all other significant Project events. Format updated schedule as a Gant Chart type schedule with mile stones.

9.3.8 Color boards

- 9.3.8.1 Boards illustrating color selections, finishes, textures and aesthetic qualities for all finish materials for final review and approval by the Owner and to establish a final pallet of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

9.3.9 Design Development Comment Responses

- 9.3.9.1 Letters from the Design/Builder and each of the major technical disciplines and any necessary Consultants or explaining how each previous Design Development comment has been addressed.

9.4 Construction Documents - 90% complete – Submittal Requirements

9.4.1 The Design/Builder shall submit the following for Owner approval:

9.4.1.1 Transmittal Form

9.4.1.2 Plans

- 9.4.1.2.1 three (3) copies of all full size documents

9.4.1.3 A completed Building Department document submittal checklist

9.4.1.4 Reports and Brochures

- 9.4.1.4.1 three (3) copies

10.0 Jurisdictional Plan Approvals

10.1 Prior to the commencement of the Construction Documents – 100%, and early enough to ensure that the contractor is not delayed by permit processing, the Design/Builder shall, with the owner's assistance, file the required documents for approval by governmental authorities, local, State or Federal, having jurisdiction over the portions of the Project and obtain certifications of "permit approval" by these limited jurisdictional reviewing authorities. In cases, this activity or portions of this activity will not commence until such time as the Construction Documents are 100% complete.

10.1.1 The Design/Builder shall provide the documents required for submittal to all of these governmental authorities.

10.1.2 The Design/Builder shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by the various jurisdictional agencies.

11.0 Construction Documents Submittal – 100%

11.1 The Design/Builder is to proceed with the completion of the construction documents and all adjustments to the Project Scope, Schedule, and Budget from the 90% construction document review comments as directed by the Owner, after receiving written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

11.2 Construction Documents 100% Submittal: The Design/Builder shall make a 100% Construction Documents submittal, for approval by the Owner.

11.2.1 All documents for this phase shall be provided in both hard copy and in electronic media.

11.2.2 Signed and Sealed Documents and Statements of Compliance

11.2.2.1 Only complete documents, properly signed and sealed by the Design/Builder and respective Consultants, will be accepted for review.

11.2.2.2 These documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge and belief these documents are complete, and comply with the State Requirements for Educational Facilities.

11.2.3 When requested by the Owner, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from

drawings and the project manual.

11.3 The following items shall be included with the 100% Construction Document submittal.

11.3.1 In addition to 100% complete Construction Documents the following items are to be integrated into this Construction Document – 100% Submittal.

11.3.1.1 Mechanical and Electrical Documents shall indicate that the approved systems from the Design Development FEEC/LCCA analysis have been incorporated into the documents.

11.3.1.2 Project Manual

11.3.1.2.1 The Design/Builder shall insert Division 0 and Division 1 into the specifications.

11.3.1.2.1.1 The Design/Builder shall not add or delete items from the Division 0 and Division 2 documents without prior written approval from the Owner.

11.3.1.2.2 Approved list of alternate bid items, as authorized by the Owner shall be integrated into the project bid documents and the specifications.

11.3.1.3 As required, a threshold building inspection plan, prepared by the Design/Builder/Builder, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S., shall be submitted to the Owner for review and approval with the 100% Construction Documents.

11.3.1.3.1 Threshold building inspection plan documents are required for the following conditions:

11.3.1.3.1.1 Any building greater than three (3) stories or fifty (50) feet in height.

11.3.1.3.1.2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and/or an occupant load of five hundred (500) or more persons.

11.3.1.4 An Updated Statement of Projected Construction Cost as indicated by time factor, changes in requirements, or general market conditions.

11.3.1.4.1 If this Statement of Projected Construction Cost exceeds the construction Budget, the Design/Builder shall review materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project for Owner approval for integration into the documents.

11.3.1.5 A letter from the Design/Builder and each of the major technical Consultants explaining how each comment for the Construction Document 90% Review, has been addressed.

11.3.2 The Design/Builder and his Consultants, as necessary, shall attend coordination, review and presentation meetings with the Owner to explain the development of the design concept and the technical resolutions of the building or site systems as shown in the Construction Document 100% Submittals.

11.3.3 After Owners review of the 100% Construction Documents, the Design/Builder shall make all required changes or additions and resolve all comments. A final Check Set shall be returned to the Owner for final approval.

11.3.4 Upon final approval by the Owner, the Design/Builder shall furnish five (5) copies, signed and sealed of all Drawings and Specifications to the Owner for submittal to the designated Plan Review Agency.

11.3.5 Building Department plan review comments to be reviewed with the Owner and integrated into the documents.

11.3.6 This submittal will also become the official bid document set after all Plan review comments are integrated and approved by the building department.

11.3.7 Design/Builder shall assure the Owner that all jurisdictional, mandatory requirements are complete.

12.0 Bidding and Award of Subcontracts

12.1 The Design/Builder and the Owner shall discuss the Design/Builders subcontractor award strategy at each weekly scheduled meeting.

12.1.1 The complete bidding process and its costs are the responsibility of the Design/Builder.

13.0 Administration of the Construction Contract

13.1 Duration

13.1.1 The Construction Administration Phase will begin with the start of Construction and will end when the Design/Builder's final Payment Certificate is approved by the Owner.

13.1.2 During this period, the Design/Builder shall provide Administration of the Construction Contract as set forth in the Contract Documents between the Owner and the Design/Builder.

13.2 The Owner's Design Criteria Professional shall advise and consult with the Owner and shall have authority to act on behalf of the Owner within the limits established the Contract Documents. The Owners Design Criteria Professional shall contemporaneously provide the Owner with copies of all communications between the Design/Builder and the Design Criteria Professional and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project.

13.3 The Design/Builder and his Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule.

13.3.1 Site Visits

13.3.1.1 Design/Builder - Site Visits.

13.3.1.1.1 The Design/Builder's Consultants shall visit the site at least once per week to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule.

13.3.1.1.2 The Design/Builder's Consultants shall coordinate the timing of these visits with the Owner's Representative and Design Criteria Professional and the Weekly Progress Meeting, so as to permit joint observations of the progress of the Work.

13.3.1.1.3 The Design Criteria Professional shall keep Owner informed of the progress and quality of the Work on the basis of the on-going site visits.

- 13.3.1.1.4 The Design/Builder's Consultants shall submit to the Design/Builder with a copy to the Owner and the Design Criteria Professional, a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with the Design/Builder's team.
- 13.3.1.1.5 The Design/Builder shall report to Owner any defects and deficiencies in the Work coming to the attention of Design/Builder.
- 13.3.1.1.6 The Design/Builder shall make on-site observations utilizing the same personnel over the course of the Work.
- 13.3.1.2 The Design/Builder shall assist the Owner in determining the cost of re-inspections due to any subcontractor's failure to perform.
- 13.3.2 Design/Builder's Consultants – Site Visits
 - 13.3.2.1 The Design/Builder's Consultants will be required to visit the site at least once a week when their respective portion of the work is in progress. The visits shall coincide with the Weekly Progress Meeting.
 - 13.3.2.1.1 The Consultants shall submit to the Design/Builder a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with the Design/Builder's team for the Design/Builder's and the Design Criteria Professional's review and consultation with the Owner.
 - 13.3.2.1.2 The Consultants shall report to Design/Builder any defects and deficiencies in the Work coming to the attention of Consultant for the Design/Builders and the Design Criteria Professional's review and consultation with the Owner.
 - 13.3.2.1.2.1 Each Consultant shall maintain a listing of such items and track the items for closure.
- 13.4 The Design Criteria Professional shall not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

- 13.5 The Design Criteria Professional shall at all times, have access to the Work whenever it is in preparation or progress.
 - 13.5.1 The Design Criteria Professional shall review and advise the Owner as to whether the Design/Builder is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents.
 - 13.5.1.1 Complete notations to the "as built" drawings shall include, but not be limited to all changes due to RFIs, ASIs, CODs, and COs.
 - 13.5.1.2 Shop drawings are included as requiring the as built notations.
 - 13.5.2 The Owner may require the Design/Builder and his Consultants to submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.
- 13.6 The Design Criteria Professional shall assist Owner in determining the amounts owing to Design/Builder based on observations at the site and on evaluations of Design/Builder's Applications for Payment and shall certify Certificates for Payment in such amounts as provided in the Contract Documents and in such form as Owner may request.
 - 13.6.1 The certification of a Certificate for Payment shall constitute a representation by the Design Criteria Professional to the Owner, based on the Design Criteria Professional observations at the site and on the data comprising the Design/Builder's Application for Payment, that the Work has progressed to the point indicated and that the quality of the Work is in substantial accordance with the contract documents and that Design/Builder is entitled to payment in the amount certified.
 - 13.6.1.1 The certification of a Certificate for Payment is not an acceptance of any in place or stored, work, materials or equipment.
- 13.7 The Design Criteria Professional shall render written advisory decisions, within a reasonable time on all claims, disputes and other matters in question between Owner and Design/Builder relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 13.8 All interpretations and advisory recommendations of the Design Criteria Professional shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter, the Design Criteria Professional shall endeavor to secure faithful performance by both the Owner and the Design/Builder, and shall not show partiality to either.

- 13.9 The Design Criteria Professional shall recommend to the owner, the rejection of Work which does not conform to the Contract Documents.
- 13.10 The Design Criteria Professional shall not have authority to stop the Work without approval of the Owner.
- 13.11 Whenever, in the Design Criteria Professional's opinion, it is necessary or advisable, the Design Criteria Professional shall recommend/advise to the owner, that special inspection or testing of the Work in accordance with the provisions of the Contract Documents shall occur, whether or not such Work be then fabricated, installed or completed.
 - 13.11.1 Owner shall furnish all such tests, inspections and reports that are required by law or by the Contract Documents or provide documentation that the item has previously been approved via inspection or testing.
 - 13.11.2 The Design Criteria Professional shall monitor all such testing or inspections.
- 13.12 The Design/Builder shall promptly review, and take other appropriate action upon Design/Builder's submittals such as shop drawings, product data and samples, per conformance with the design concept of the contract documents. Such action shall be taken within fourteen (14) days of receipt by Design/Builder unless Owner and Design/Builder otherwise mutually agree.
 - 13.12.1 Design Criteria Professional's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures.
 - 13.12.2 Design Criteria Professional shall maintain a log of all submittals made and shall compare the submittals with Design/Builder's progress schedule.
 - 13.12.3 The Design Criteria Professional shall not approve changes to the contract or substitutions through the regular submittal process.
 - 13.12.3.1 All final decisions with respect to substitutions, Request for Proposals, Change Orders, and other contract modifications shall be at the sole determination of the Owner.
 - 13.12.4 The Design Criteria Professional shall be compensated for reviewing re-submittals after the first re-submittal of a respective submittal as a reimbursable expense with the Owner reimbursed by the

Design/Builder under provisions of the Contract Documents.

- 13.12.5 The Design Criteria Professional will advise the Owner of the circumstances of all Submittal reviews requiring more than fourteen (14) days processing time.

14.0 Design Change Management

- 14.1 The Design Criteria Professional shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be effected by written order issued through Owner.

- 14.1.1 The Design Criteria Professional shall provide recommendations concerning Request for Proposals, Change Orders, and Construction Change Directives and for their preparation, permitting and issuance to the Design/Builder.

- 14.1.2 The Design Criteria Professional shall coordinate with the Owner and comply with the Owner's written procedure and "Construction" Contract concerning the Owner's required review of Request for Proposals, Change Orders and Construction Change Directives...

- 14.1.2.1 Meet with the Owner's Project Manager prior to the preparation and execution of Request for Proposals and Change Order items to ensure that the changes comply with the intent of the proposed changes relative to the Project's original scope, the construction schedule and to Design/Builder entitlement for additional sums or contract time for the proposed Work.

- 14.1.2.2 Submit written and graphic information documenting proposed changes for formal review by the Owner's Project Manager and Cost Estimator prior to the issuance to the Design/Builder.

- 14.1.2.3 Review and indicate concurrence through signing the Request for Proposals etc. for Owner's authorization.

- 14.1.2.4 Process, prepare and issue contract modification documents, in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed fourteen (14) days. The Design Criteria Professional shall provide written notification to the Owner concerning those modification documents requiring more than fourteen (14) days processing time

with an attached explanation of the circumstances requiring longer processing time.

15.0 Cost Management Responsibilities

- 15.1 The Design Criteria Professional shall review and analyze all proposals submitted by the Design/Builder relative to scope changes, cost impacting items, and time impacting items.
- 15.2 The Design Criteria Professional shall present his findings to the Owner.
- 15.3 The Design Criteria Professional shall, at the Owners request, review the proposals and his analyze with the Design/Builder in review sessions with the Owner.
- 15.4 The Design Criteria Professional shall log and track all proposals provided to him for his review.

16.0 Substantial Completion

- 16.1 Upon request to be awarded Substantial Completion by the Design/Builder, The Design Criteria Professional shall schedule a joint inspection of the work with the Design/Builder. The Design/Builder shall provide a copy of his punch list to the Design Criteria Professional for use in the review to add and subtract items from the list. Upon completion of the review the Design Criteria Professional shall compile an Official Punch List of the work not complying with the Project Documents. He shall evaluate the cost to complete the work and if it does not exceed 2% of the total contract value, in his opinion, the Design Criteria Professional shall issue a Certificate of Substantial Completion to the Design/Builder.
- 16.2 The Design Criteria Professional shall administer the Design/Builder's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents.
- 16.3 The Design Criteria Professional shall review, and forward to Owner for Owner's review, written warranties, operations and maintenance manuals as required by the Contract Documents as assembled by the Design/Builder.
 - 16.3.1 The Design Criteria Professional and the Consultants shall verify and confirm the Design/Builder's successful demonstration of equipment and systems and the training of the Owner's personnel as required by the Contract Documents.

- 16.4 Design Criteria Professional shall inspect the Project upon Design/Builder notice stating the work has completed 100%. If the Design Profession agrees, he shall advise the Owner in writing to schedule a final walk thru with the Owner and the Design/Builder. If the Owner agrees. The Design Criteria Professional and the Design/Builder's Design Professional shall prepare and execute the required forms and documents indicating that the Work is completed in compliance with the Contract Documents.
- 16.5 At the appropriate time, the Design Criteria Professional shall certify Design/Builder's final certificate for payment.
- 16.6 The Design/Builder shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Design/Builder has revised to conditions based on information furnished by the Design/Builder as Project Record Documents.
 - 16.6.1 These prints and electronic media copies shall become the property of the Owner.
 - 16.6.2 Submittal of these documents to the Owner is a condition of final payment to the Design/Builder.
- 17.0 Warranty Administration
 - 17.1 The Design/Builder shall for one year following substantial completion of the construction project, assist the Owner, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to the Owner and Contractor.

END of Basic Design Phasing Requirements

ATTACHMENT 3 - DCP

Identified Codes Regulations Standards

Identified Design Criteria

General Notes:

1. The listing below, may or may not contain all of the potential Project Codes Regulations and Standards for a Project.
2. The Design Professional shall identify any and all codes, regulations and guidelines required for the Project.
3. The Design Professional shall resolve any conflicts encountered between any of the codes, regulations standards and SBBC guidelines.
4. The Design Profession shall advise the Owner in writing immediately upon the discovery of a conflict.
5. Projects shall be designed to the requirements of the following List of Codes Regulations and Standards unless notified by the owner otherwise.

List of Identified Codes Regulations Standards:

1. SBBC Design and Material Standards.
2. SBBC Design Criteria.
3. Florida Building Code (FBC) (latest edition).
4. Florida Fire Prevention Code (latest edition).
5. National Electrical Code (NEC).
6. Florida Department of Education, Office of Educational Facilities-State Requirements for Educational Facilities (SREF) as referenced in FBC Section 423.
7. Bureau of Elevators of the Department of Business Regulation according to Chapter 399 of the Florida Statutes.
8. Site design shall comply with "Crime Prevention through Environmental Design" principles (CPTED).
9. City Zoning requirements.

10. Building setbacks requirements shall be set by the most stringent of:
 - Florida Building Code -Section 423,
 - SREF
 - local authorities having jurisdiction.
11. Site and building drainage shall be in compliance with:
 - FBC
 - BCDPEP
 - SFWM and all other applicable regulations
 - DERM.
11. Americans with Disabilities Act and Accessibility Guidelines (ADAAG).
12. Florida Department of Community Affairs-Florida Accessibility Code for Building Construction (FACBC).
13. ANSI Standard S12.60-2002, Acoustical Performance Criteria, Design Requirements and Guidelines for Schools.
14. Comply with Florida Standard for Radon-Resistant New Commercial Building Construction (Department of Health Bureau of Environmental Toxicology Radon and Indoor Air).
15. EPA Handbook for Sub-Slab Depressurization for Low Permeability Fill Material (Department of Health Bureau of Environmental Toxicology Radon and Indoor Air).
16. Underwriters Laboratories UL-790 and ASTM E-108 requirements for Class A fire rating for roof coverings.
17. The glazing Maximum Solar Heat Gain Coefficient (SHGC) is based upon the minimum and optimized levels of energy performance for the entire building project subject to the mandatory and prescriptive requirements of ASHRAE/IESNA Standard 90.1-2007.
18. Maneuvering clearances at doors to comply with:
 - FBC
 - SREF requirements.
19. LEED for Schools v3.0 rating system, and all referenced codes as stated therein.
20. Wind loading design pressures
 - FBC for High Velocity Hurricane Zones (HVHZ) (ASCE 7)

- FBC Section 423 for EHPA enclosures
- Miami Dade NOA.

21. Comply with all the various agencies with jurisdiction on the site.
22. Florida Department of Transportation (FDOT), where applicable.
23. Utility Company Regulations.
24. Other.

ATTACHMENT 4 - DCP

Sample Permit Tracking Format



**Attachment 4 DCP
SAMPLE PERMIT TRACKING FORMAT**

Project Title: _____
 SBBC Project Manager: _____
 Design/Engineering Firm: _____

Note: The following is intended to be a guideline of the list of permits and required documents that may be required for the project; however the list is not all inclusive and it is the responsibility of the design/engineering professional to obtain all applicable permits and/or approvals.

General Instructions: This form is also intended to be used as a tracking mechanism for each type of permit required for the project. The design/engineering professional will be responsible for completion of this form. For each type of permit, please describe the type of application/forms required and the corresponding agency along with the other information required.

TREE PERMITS												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County DPEP										
CONCEPTUAL TRAFFIC/ENGINEERING												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County Traffic Engineering										
PLAT APPROVAL (if not previously recorded)												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Municipal Planning and Zoning										
		Broward County Development Dept										
SURFACE WATER MANAGEMENT												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		SFWMD or										
		DPEP Water Resources Division or										
		Local drainage district										
WATER USE												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		SFWMD										
		Joint Water Resources										
DREDGE AND FILL												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		DPEP										
WATER DISTRIBUTION												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County Health Department										
WASTE WATER COLLECTION												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County DPEP										



**Attachment 4 DCP
SAMPLE PERMIT TRACKING FORMAT**

Project Title: _____
SBBC Project Manager: _____
Design/Engineering Firm: _____

Note: The following is intended to be a guideline of the list of permits and required documents that may be required for the project; however the list is not all inclusive and it is the responsibility of the design/engineering professional to obtain all applicable permits and/or approvals.

General Instructions: This form is also intended to be used as a tracking mechanism for each type of permit required for the project. The design/engineering professional will be responsible for completion of this form. For each type of permit, please describe the type of application/forms required and the corresponding agency along with the other information required.

WATER AND SEWER UTILITIES AND ENGINEERING APPROVAL												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Local Municipality										
ROAD WORK APPROVAL												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Public Works County and										
		Local Engineering Department										
SIGNALIZATION, TRAFFIC SIGNAGE AND MARKINGS												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County Traffic Engineering										
BUILDING DEPARTMENT 1												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
	90% REVIEW	SBBC BUILDING DEPARTMENT						DISCUSS	DISCUSS	DISCUSS	N/A	
BUILDING DEPARTMENT 2												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
	100% REVIEW	SBBC BUILDING DEPARTMENT										
FIRE DEPARTMENT												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		FIRE DEPARTMENT										
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ATTACHMENT 5 - DCP

Electronic Media Requirements

Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

- 1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0 Software Requirements

2.1 Word Processing

- 2.1.1 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.2 Spreadsheets

- 2.2.1 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.4 Computer aided Design and Drafting

- 2.4.1 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

- 3.1 Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.

- 3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example survey sheets)

- 3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering

- 3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

- 3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents

- 3.3.2.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

- 3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.
- 3.4 No custom hatch patterns shall be utilized.
- 3.5 All symbols and blocks to have descriptive names
- 4.0 Electronic Media Delivery Requirements
 - 4.1 Transmittals shall include the following
 - 4.1.1 The Project Number, Project Title and date
 - 4.1.2 The Facility Name
 - 4.1.3 The submittal type
 - 4.1.4 The format and version of the software.
 - 4.1.5 An attached Listing of file names with the latest document publish dates
 - 4.2 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.
 - 4.3 Document clean-up
 - 4.3.1 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:
 - 4.3.1.1 Purge all files and remove all extraneous graphics outside the border area.
 - 4.3.1.2 Make sure all reference files are attached without device path
 - 4.3.1.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.
 - 4.3.1.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.
 - 4.4 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - 4.4.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing size, and any other special instructions.
 - 4.4.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

- 4.5 Provide all symbols and blocks used in the project in a separate files.
- 4.6 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.
- 5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.
- 6.0 Documents for the Construction Contractor:
 - 6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.
- 7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.
- 8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

ATTACHMENT 6 - DCP

Design Fees

Design Fees for Owner Changes - ATTACHMENT # 6

CONSTRUCTION CONTRACT VALUE	FEE PERCENTAGE		
	PROJECT COMPLEXITY (see Definitions Below)		
	Non Complex	Intermediate	Complex
Less than \$1M	10.00%	11.00%	12.00%
\$1M - <\$2M	8.00%	9.00%	10.00%
\$2M - <\$4M	7.50%	8.50%	9.50%
\$4M - <\$10M	7.00%	8.00%	9.00%
\$10M - <\$15M	6.50%	7.50%	8.50%
\$15M - <\$20M	6.00%	7.00%	8.00%
\$20M - \$40M	5.80%	6.50%	7.50%

PROJECT COMPLEXITY - DEFINITIONS

NON COMPLEX:

Includes basic architectural and/or civil work and roofing
 Electrical – 110V only
 Mechanical – simple replacement of components
 Plumbing – replacement of fixtures and immediate piping
 Civil – trenching, slabs on grade, fencing, sidewalks, landscaping

INTERMEDIATE – (Non Complex plus)

Includes Architectural, Civil and MEP
 Architectural – renovations to exterior non-load bearing walls, windows, doors
 Mechanical – replacement of components and existing controls
 Fire – minor revision to sprinkler systems
 Electrical – 110/220V systems
 Plumbing – new/modifications to distribution

COMPLEX – (Intermediate plus)

Includes multi-discipline work including civil, architectural, MEP, fire protection and controls system
 Mechanical - Major equipment and controls system
 Electrical – High voltage, 480V, 220V & 110V
 Fire – Sprinkler system and controls systems
 Plumbing – above & below grade