

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 6647

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 \$500 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 6 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 6647(a)(1)

M—A tax exempt trust under a section 402(a) plan or section 408(a) 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(c)(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(c)(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 email. 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@ftc.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

Week Ending: 11/3/2015		School Board of Broward County Contractor's Name	
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-O

GENERAL CONDITIONS



General Conditions of the Contract For Design Build

Table of Contents

Article Number	Article	Page
1	Definitions	3
2	The Work	6
3	Coordination And Correlation Of Contract Documents	8
4	Intent And Interpretation	8
5	Ownership Of The Contract Documents Which Make Up The Contract	9
6	Temporary Utilities	9
7	Construction Schedule	10
8	Progress	10
9	Contract Payments	11
10	Withholding Payment To The Design/Builder	13
11	Design/Builder's Right Upon Nonpayment	13
12	Information And Documents Supplied By The Owner	13
13	Licenses And Permits	14
14	Stop Work Order	14
15	Duties, Obligations And Responsibilities Of The Design/Builder	14
16	Subcontracts	16
17	Bonding Of Subcontractors	17
18	Design/Builder's Superintendent	17
19	Cooperation With Others	18
20	Site Conditions	18
21	Protection of Work	18
22	SBBC Photo Identification Badges	19
23	Administration Of The Contract	19
24	Materials	20
25	Stored Materials	21
26	Inspection: Rejection Of Materials And Workmanship	22
27	Warranty	23
28	Office Space For The Owner's Personnel	23
29	Project Record Documents and Survey	24
30	Salvage	24
31	Claims By The Design/Builder	24
32	Change Orders	25
33	Discovering And Correcting Defective Or Incomplete Work	27
34	Safety, Protection Of Work And Property	27
35	Royalties And Patents	30
36	Taxes	30
37	Liability	31



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

38	Termination By The Design/Builder	31
39	Owner's Right To Suspend Design/Builder's Performance	32
40	Termination By The Owner	32
41	Design/Builder's Insurance	35
42	Inspection of Design/Builders Records	35
43	Laws And Regulations	35
44	Dispute Resolution	36
45	Governing Law	36
46	Rights And Remedies	36
47	Successors, Assigns And Assignment	36
48	Non-Discrimination	36



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

- 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 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.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

- 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 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:



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

- 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,



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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.

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.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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:
- 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.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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 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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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.

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.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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.

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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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 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.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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.

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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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.
- 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:



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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.

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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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.

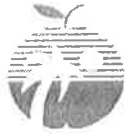
- 20.01 Design/Builder may reasonably rely upon site documentation provided by the Owner. In the event the site conditions are materially different than what Design/Builder anticipated as a result of Design/Builder's inspection of the property or tests, information or data supplied to Design/Builder 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 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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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.

- 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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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.

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.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

- 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:
- 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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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.

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.