



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

ARTICLE 27. WARRANTY.

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

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

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

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

ARTICLE 29. PROJECT RECORD DOCUMENTS AND SURVEY.

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

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



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

ARTICLE 30. SALVAGE.

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

ARTICLE 31. CLAIMS BY THE DESIGN/BUILDER.

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

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

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

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

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



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

ARTICLE 32. CHANGE ORDERS.

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

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

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

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



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- 32.09 Whenever change order proposals impacting the contract price become necessary The Owner will have the right to select the method of pricing as identified below.
- 32.10 Change Order Pricing Options shall be either a lump sum change order proposal, or a time and material change order proposal; as defined in the following provisions.

32.10.01 Lump Sum Change Order Proposals

32.10.01.01 The Design/Builder will submit an itemized Lump Sum Proposed Change Order (PCO) covering the additional scope of work.

32.10.01.02 The proposal will itemize the various components of work and break out the labor, material, and equipment in a format satisfactory to the Owner.

32.10.01.03 The mark-up on Design/Builders raw costs to be a total of 10% for Overhead and Profit and 5% for Subcontractor work. Subcontractor markups for Subcontractor's overhead and profit to be 10%, or as negotiated otherwise.

32.10.02 Time and Material Change Order Proposals

32.10.02.01 The Owner may elect to have any extra work performed on a time and material basis.

32.10.02.02 In the case of an unacceptable Design/Builder proposal, the Owner may direct the Design/Builder to proceed with the changed work on a Time and Material basis with an agreed upon "not-to-exceed" price for the work to be performed.

32.10.02.03 The cost will be all actual out of pocket costs with the fee being 10%.

32.10.02.04 Upon written notice to proceed, the Design/Builder shall perform such authorized extra work.

32.10.02.05 Daily time sheets with names of all employees working on the Time and Material change item scope will be required to be submitted to the Owner for both labor and equipment used by the Design/Builder for the time periods during which the specific extra work scope is performed. Daily time sheets will break down the paid hours worked by the Design/Builder's employees showing both the base contract and the added scope work performed by each employee. Time sheets are to be signed by the Owners Project Representative and submitted daily.



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

ARTICLE 33. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.

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

ARTICLE 34. SAFETY, PROTECTION OF WORK AND PROPERTY.

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



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



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35.09.02.02.02 OSHA 2203: Provisions of the Act poster.

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

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

34.09.03.02 Holding weekly safety meetings with employees and subcontractor.

34.09.03.03 Implementing OSHA Voluntary Protection Programs.

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

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

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

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

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



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

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

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

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

ARTICLE 35. ROYALTIES AND PATENTS.

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

ARTICLE 36. TAXES.

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

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

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

ARTICLE 37. LIABILITY.

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

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



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

ARTICLE 38. TERMINATION BY THE DESIGN/BUILDER.

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

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

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



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

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

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

39.02.02 Preserving and protecting Work in place;

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

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

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

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

ARTICLE 40. TERMINATION BY THE OWNER.

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

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

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

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

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

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



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

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

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

40.02 Compensation for Termination for Convenience

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

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

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

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

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

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

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

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

40.03 Termination for Cause



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

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

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

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

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

ARTICLE 41. DESIGN/BUILDER'S INSURANCE.

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

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

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

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



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

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

ARTICLE 43. LAWS AND REGULATIONS.

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

ARTICLE 44. DISPUTE RESOLUTION.

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



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

ARTICLE 45. GOVERNING LAW.

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

ARTICLE 46. RIGHTS AND REMEDIES.

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

ARTICLE 47. SUCCESSORS, ASSIGNS AND ASSIGNMENT.

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

ARTICLE 48. NON-DISCRIMINATION.

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

END

ATTACHMENT-P

Design Builders Bid Breakout Forms

BID SHEET - BID BREAKDOWN - Project A

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.

BID SHEET - BID BREAKDOWN - Project B

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.

BID SHEET - BID BREAKDOWN - Project C

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.

BID SHEET - BID BREAKDOWN - Project D

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 16-066C

Design Criteria Package 3A

Atlantic Technical College
4700 Coconut Creek Parkway, Coconut Creek, Florida 33063

Project Number P.000415

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

Contents:

Attachment 1 – Design Builders Design Responsibilities
Attachment 2 – Basic Design Phasing Requirements
Attachment 3 – Identified Codes Regulations Standards
Attachment 4 – Sample Permit Tracking Format
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Exhibit 1 - Site Location Plan
Exhibit 2 - Roofing Report
Exhibit 3 - HVAC Report and Equipment Log
Exhibit 4 – Existing Building Document Sets
Exhibit 5 – Single Line Building Diagrams



RFP 16-066C

Design Criteria Package 3A – Atlantic Technical College

PROJECT No. P.000415

Design and Construction of IAQ Repairs, HVAC Improvements, Building Envelope Improvements, Media Center Improvements, and Fire Sprinkler Installation.

INTRODUCTION - Scope of Work

Atlantic Technical College is a year round technical educational campus comprised of twenty four (24) buildings with buildings #1, 2, 3, 19, and 24 being two stories and the remainder being single story.

The project scope is summarized as:

Necessary upgrade to the schools FPL power supply.

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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable 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.

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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Repairs to the building envelope and painting of the building exterior; Replacement of exterior building hardware.

Building No.:3. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Repairs to the building envelope and painting of the building exterior.



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Building No.:4. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable 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.

Building No.:5. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Repairs to the building envelope and painting of the building exterior; Replacement of exterior building hardware.

Building No.:6. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Repairs to the building envelope and painting of the building exterior.

Building No.:7. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Repairs to the building envelope and painting of the building exterior; Replacement of exterior building hardware.

Building No.:8. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable 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.



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Building No.:9. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable 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.

Building No.: - 10. 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Repairs to the building envelope and painting of the building exterior; Improvements to the Media Center room 10.

Building No.: - 11. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Repairs to the building envelope and painting of the building exterior.

Building No.:12. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable 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.

Building No.:13. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Repairs to the building envelope and painting of the building exterior.

Building No.:14. - 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,



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stands, anchors, roof hatches, roof ladders, guard rail, hand rails and roof penetrations; Evaluation and replacement, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Repairs to the building envelope and painting of the building exterior.

Building No.:15. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable 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.

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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Repairs to the building envelope and painting of the building exterior.

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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site, mechanical, electrical and/or building upgrades necessary to provide a code compliant system; Repairs to the building envelope and painting of the building exterior.

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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable 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; Building envelope repairs and painting.

Building No.:19. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable Fire Alarm and any site,



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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.

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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable 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.

Building No.:21. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Repairs to the building envelope and painting of the building exterior.

Building No.:22. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Repairs to the building envelope and painting of the building exterior.

Building No.:23. - 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, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Repairs to the building envelope and painting of the building exterior.

Building No.:24. - Evaluation and replacement, where necessary, of all HVAC system components to ensure a complete and functional system(s) incorporating digital controls and inclusive of a new EMS system; Provide a complete and functional fire protection system including Fire Sprinkler, Addressable 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.

The Work may have a 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 through the Owner's Project Manager.



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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, 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.



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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 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.



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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 – Design Fees 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 - Survey and Testing for Buildings 1 through 24 and 98 Roof Areas at Atlantic Technical College by AMEC, dated July 14, 2015.

Exhibit 3 - Technical Report –Campus Wide HVAC Evaluation by AECOM, dated June 15, 2015.

Exhibit 4 - Existing Building Document Sets.

Exhibit 5 - Space Plans – single line 'FISH' diagrams.

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



RFP 16-066C

Design Criteria Package 3B

Coconut Creek Elementary School
500 NW 45 Avenue, Coconut Creek, Florida 33066

Project Number P.001413

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

Contents:

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

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