



**The School Board of Broward County, Florida**  
**Procurement & Warehousing Services Department**  
**7720 W. Oakland Park Blvd., Suite 323**  
**Sunrise, Florida 33351**

**(754) 321-0505**

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## Document 00101: Advertisement for Bids

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Notice is hereby given the SEALED BIDS will be received by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, at the Procurement & Warehousing Services Department, 7720 W. Oakland Park Blvd., Sunrise, FL 33351 up to 2:00 P.M the 10th day of November 2016, and opened immediately thereafter in Bid Room #1, #2, #3 and/or #4, for provision of all materials and labor necessary for the construction of:

Project Title: Construction Services Minor Projects (CSMP) – Roofing Contractor  
 Project Number: ITB# 17-134C  
 Location Name: Various Locations  
 Address: Various Addresses  
 Scope: The purpose of this bid is to pre-position contracts for open-end minor construction services, as needed, when needed, in response to District needs, and award multiple term contracts for construction services for minor projects.

**Bid details can be found online by visiting the following website:**

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

(Click the “View Our Bids on Demand Star” link)

Bidding Documents may be obtained from the bid posting on Demand Star under the heading “Documents”.

A (non-mandatory) bidder’s conference has been scheduled for:

**Time: 9:00 A.M.**  
**Date: October 25, 2016**  
**Location: Procurement and Warehousing Services Department**  
**7720 W. Oakland Park Blvd., Suite 323**  
**Sunrise, Florida 33351**

All general contract and subcontract Bidders and suppliers are invited. Representatives of the Owner and the Project Consultant will be in attendance. The School Board of Broward County, Florida will not consider bids submitted by Bidders who fail to attend any mandatory bidder’s conferences.

Each Bid shall be accompanied by a Certified Check or Bid Bond issued by a company approved by the U. S. Treasury Department in the amount of \$5,000 payable to The School Board of Broward County, Florida. Bid Bonds, Performance Bonds, and Payment Bonds shall be issued by the Surety Company on the forms provided within the Bidding Documents. No other forms will be acceptable. Review Document 00700 for insurance requirements.

Be advised that in order for bids for this project to be accepted by the School Board of Broward County, Florida the bidder must be Pre-Qualified in accordance with 1013.46 F.S., State

Requirements for Educational Facilities Ch. 4.1 (1), and Board Policy 7003 at the time of the bid opening. Bids submitted from firms not in compliance with these requirements will not be opened.

The School Board of Broward County, Florida is committed to ensuring the awarding of construction subcontracts to minority and women businesses. In accordance with Florida Statute 1001.41(1) & (2) and the School Board Policy 7007, the Supplier Diversity & Outreach program requires that all projects shall have M/WBE subcontracting goals and that Contractors awarded work on such projects fully participate in the Supplier Diversity & Outreach Program. Compliance with the Supplier Diversity & Outreach Program requirements is **mandatory**.

**The M/WBE Contract Goal for the Contractor is 25 percent. For all others, it is 10 percent.**

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.

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.

The School Board of Broward County, Florida, reserves the right to reject any and all Bids, and to waive any informalities.

To be advertised on October 11, 2016

**END OF DOCUMENT**

**THIS SECTION IS NOT INCLUDED IN THE ADVERTISEMENT**

**Reviewed for Processing:**

\_\_\_\_\_  
Strategic Sourcing Manager or Designee  
**Procurement and Warehousing Services Department**

**Date:** \_\_\_\_\_

**Processed:**

\_\_\_\_\_  
Name, Position

**Date:** \_\_\_\_\_

**END OF DOCUMENT**

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## Document 00200: Instructions to Bidders

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion 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.

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

### CONE OF SILENCE:

Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member after the Procurement & Warehousing Services Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. All communications regarding this solicitation shall be by way of Document 00220 - Bidder's Request for Information, directed to the designated Construction Purchasing Agent, unless so notified by the Procurement and Warehousing Services Department. Any vendor or lobbyist who violates this provision shall cause their Bid to be considered not responsive and therefore be ineligible for award.

## ARTICLE 1 DEFINITIONS

### 1.01 BIDDING AND PROPOSED CONTRACT DOCUMENTS

- A. Bidding Documents include the Bidding Requirements and the Contract Documents. The Bidding Requirements consist of the following primary documents and various other administrative forms and documents associated with them. **See Section 4.01 for documents required to be submitted with the Bid, also noted by "✓" below.**
- B.

Division #	Division Title	Required Submission
1. <del>00007</del>	<del>Davis-Bacon Act Notice</del>	
2. 00101	Advertisement for Bids	
3. 00200	Instructions to Bidders	
	BDBP- Shop Drawing and Product Approvals and Checklist of	
	400-04 Document Required for Roof Permit	
4. 00215	Application for Bidding Documents	
5. 00220	Bidder's Request for Information	
6. 00225	Bidder's Substitution Request	
7. 00300	Information Available to Bidders	
8. 00410	Bid Form	<input type="checkbox"/>

9.	<b>00420</b>	<b>Bid Security Form</b>	✓
10.	<b>00425</b>	<b><del>Certificate of Intent</del></b>	
11.	<b>00433</b>	<b><del>Subcontractors List</del></b>	
12.	<b>00435</b>	<b><del>Schedule of Values</del></b>	
13.	<b>00436</b>	<b><del>Schedule of Unit Prices</del></b>	
14.	<b>00450</b>	<b>Request for Taxpayer Identification Number and Certification</b>	✓
15.	<b>00455</b>	<b>Background Screening of Contractual Personnel</b>	✓
16.	<b>00457</b>	<b>Drug-Free Workplace Certification</b>	✓
17.	<b>00460</b>	<b>Trench Act Compliance Statement</b>	✓
18.	<b>00467</b>	<b>M/WBE Program Requirements</b>	✓
19.	<b>00470</b>	<b>M/WBE Subcontractor Letter of Intent</b>	✓
20.	<b>00475</b>	<b>M/WBE Subcontractor Participating Summary</b>	✓
21.	<b>00480</b>	<b>M/WBE Subcontractor Participation Unavailability Certificate</b>	✓
22.	<b>00485</b>	<b>M/WBE Subcontractor Monthly Utilization Report</b>	✓

B. The proposed Contract Documents consist of the following primary documents and various other administrative forms and documents associated with them:

1. **00505** **Notice of Intent to Award**
2. **00510** **Notice of Award**
3. **00520** **Agreement Form**
4. **00545** **Notice: Be Ready to Proceed**
5. **00550** **Notice to Proceed, Construction**
6. **00600** **Performance Bond**
7. **00610** **Payment Bond**
8. **00620** **Subcontractor's Performance Bond**
9. **00625** **Subcontractor's Payment Bond**
10. **00630** **Rider Performance Bond**
11. **00635** **~~Pay Bond Rider~~**
12. **00640** **General Release and Full Release of Lien**
13. **00700** **General Conditions of the Contract**
14. **00800** **Supplementary Conditions of the Contract**
15. **00910** **Addenda**
16. **Drawings**
17. **Specifications (Divisions 1 through 17)**

## 1.02 DEFINED TERMS

- A. Definitions set forth in **Document 00700**; General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.
- B. **Addenda:** Written or graphic instruments issued by the Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- C. **Bid:** A complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

- D. **Base Bid:** The sum stated in the Bid for which the Bidder offers to perform the work described in the bidding documents as the base, to which work may be added for sums stated in the Alternate Bids. As such, the Base Bid represents an amount of work which will provide facilities that are complete and usable for the Owner's needs.
- ~~E. **Alternates:** An amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Documents that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the drawings or the Project Manual. Alternates are listed on the Bid Form, and are numbered in the Owner's priority sequence beginning with number one.~~
- F. **Bid Security:** The bid bond or good faith deposit designated in the Bid, to be furnished by the Bidder as a guaranty of good faith to enter into a Contract with the School Board of Broward County, Florida, if the Contract is awarded to him.
- G. **Unit Price:** An amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- H. **Bidder:** A person or entity who submits a Bid.
- I. **Sub-bidder:** A person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.
- J. **Responsible Bidder:** A Bidder having the required qualifications to perform the work set out in the Advertisement for Bids. Responsibility of the Bidder is determined by the Owner's good faith evaluation of whether, in the Owner's opinion, the Bidder possesses the judgment, skill, experience, financial resources, personnel, facilities, equipment, and integrity necessary to perform the Contract.
- K. **Non-Responsible Bidder:** A Bidder who, as judged by the Owner, lacks those attributes of a Responsible Bidder necessary to perform the Contract. Default on previous Contracts awarded by The School Board of Broward County, Florida, rulings against pthe Bidder by the Florida Department of Business and Professional Regulation or the Broward County Central Examining Board (including revocation, suspension, denial or voluntary relinquishment of registration or certification), or previous determinations by The School Board of Broward County, Florida that the Bidder was Non-Responsible on previously submitted Bids may serve as cause for a Bidder to be deemed Non-Responsible. A determination of a Bidder's Non-Responsibility shall apply to the Bidder's company or corporation, parent and subsidiary companies or corporations of the Bidder, or any newly formed or renamed company or corporation formed

from the Bidder Company and headed by Principals or Chief Executive Officers of the Non-Responsible Bidder.

**L. Project**

**Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design, bidding and contract documents for the Work of this Project and provide Construction Contract Administration as described in the Project Manual.

**M. Responsive**

**Bid:** One in which the Bidder describes the Work in the same way as it is described in the Advertisement for Bids. The responsiveness of the Bidder is determined by the Owner's evaluation of the Bid's conformance in all material respects to the Advertisement for Bids. If the Bidder has not unequivocally agreed to perform the exact work as reflected in the Bidding Documents, or if the Bidder has either omitted or substituted certain items or failed to properly submit all required Post-Bid Information as required in Article 6 below, the Bid is not responsive and must be rejected. However, minor errors having no significant effect on the Bid may be ignored.

**ARTICLE 2 BIDDER'S REPRESENTATIONS**

**2.01 EXAMINATION OF PROJECT SITE AND BIDDING DOCUMENTS**

A. The Bidder by making a Bid represents that it has:

1. Read and understands the Bidding Documents and the Bid is made in accordance therewith.
2. Read and understands the Bidding Documents and Proposed Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
- ~~3. Has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.~~
4. Has based his Bid upon the materials, equipment and systems required by the Bidding Documents without exception.

B. Site Visits

Bidder, if awarded a contract, agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Bidder and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Bidder or its personnel providing any services under



the conditions described in the previous sentence. Bidder 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 Bidder and its personnel. The Parties agree that the failure of Bidder 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. Bidder agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Bidder's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Bidder 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 Bidder'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 Bidder pursuant to Article 38 of the General Conditions and the laws of Florida.

**Individuals not meeting the foregoing requirement shall not visit the site without prior arrangements as indicated in 2.01(B) (1).**

1. ~~Any Bidder or other interested party shall arrange to visit the project site by calling the following office and arranging for a site visit:~~

~~Contact Person:~~

~~Position:~~

~~Phone Number:~~

2. Site visits shall be limited by the Owner to hours during which disruption of office, classroom or other educational activities will be minimized, and, access to student-occupied areas shall not be authorized.
3. Upon arrival at an educational facility, prospective Bidders shall check in at the facility's main administrative offices.
4. Visitors shall be escorted by school or facility-based staff. Visitors are prohibited from accessing any part of the site or facility without an escort. At no time are Bidders allowed to enter the Owner's facilities without proper authorization, check-in, and escort.
5. Contact and communication with students is strictly prohibited.
6. Bidders shall not photograph videotape or otherwise record students, faculty or staff members.
7. Bidders shall observe decorum and behavior appropriate to an educational facility. Disruption of educational activities will not be tolerated.
8. School or facility-based personnel are not authorized to interpret, clarify or modify the Bidding Documents.

9. At the conclusion of the site visit, Bidders shall report in to the facility's main administrative offices, check out and promptly leave the premises.

B. Additional Site Investigations:

1. Bidder's may request additional access to the project site for conducting more exacting examinations or tests of existing conditions by making a formal written request on **Document 00220, Bidder's Request for Information (RFI)**, submitted under the provisions of Article 3 below.
2. The Owner will accommodate such requests where possible insofar as the requested activities do not place an unreasonable restriction on the use of the existing facility, a delay in the scheduled bidding process, or have some other detrimental effect on the Owner--as judged by the Owner at its sole discretion.

## **2.02 PUBLIC ENTITY CRIMES**

- A. Section 287.133(2)(a), Florida Statutes, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. By submitting a Bid, the Bidder represents that restrictions related to public entity crimes stated in Section 287.133(2) (a), Florida Statutes, do not apply to either his own company, or that of his subcontractors or suppliers.

## **2.03 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION**

- A. **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for

debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

## B. **Certification**

- a. The prospective lower tier participant (Bidder) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant (Bidder) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to Document 00410, Bid Form.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **3.01 COPIES OF BIDDING DOCUMENTS**

- A. Bid details can be found online by visiting the following website:

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

(Click the "View Our Bids on Demand Star" link)

Bidding Documents may be obtained from the bid posting on Demand Star under the heading "Documents".

- B. Before receiving plans and specifications, each prospective Bidder and Sub-bidder must fill out the Owner's standard document **00215, Application for Bidding Documents**. This document is available at the above location and is bound within this project manual. The document should be completed and turned in with the non-refundable document fees at the time documents are picked up at the above location.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Project Consultant assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. In making copies of the Bidding Documents available on the above terms, the Owner and the Project Consultant do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.
- E. **Bid Specification Protest**  
Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto, from the Procurement & Warehousing Services Department and given to all bidders by United States mail, express delivery or hand delivery. Receipt of a copy of this bid, or any Addendum

released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

In accordance with Board Policy 3320, VI (n), any person who files a formal written protest shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, an amount equal to one percent (1%) of the School Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract to the protestant within 72 hours of the notice of protest, excluding Saturdays, Sundays, and other days during which the School Board administration is closed. Failure to file a protest within the time prescribed by Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Bidder shall file a protest, or post the bond or other security required at the Procurement & Warehousing Services Department, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida, 33351. Section 120.57(3), Florida Statutes, states that the formal written protest shall state with particularity the facts and law upon which the protest is based.

### **3.02 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Owner errors, inconsistencies or ambiguities discovered.
- B. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents (or reporting errors, inconsistencies or ambiguities) shall submit Owner's Standard **Document 00220, Bidder's Request for Information (RFI)** in writing to:

**Procurement & Warehousing Services  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, FL 33351  
Tel: (754) 321-0505  
Fax: (754) 321-0534**

Or by email to: **Shari Francis, Purchasing Agent III**  
**Procurement & Warehousing Services**  
**Email: [shari.francis@browardschools.com](mailto:shari.francis@browardschools.com)**

- C. To be given consideration, all RFIs must be received by the Office of Facilities & Construction's office not later than ten (10) days prior to the date set for receipt of bids.

- D. Interpretations, corrections and changes of the Bidding Documents will only be made by written Addendum which will include responses generated on Document 00220, Bidder's Request for Information (RFI). Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them. No oral interpretations or clarifications will be made by the Owner, the Project Consultant or any Sub-consultants.

### 3.03 PRE-BID MEETINGS

- A. A bidder's conference has been scheduled for:

**Time: 9:00 A.M.**

**Date: October 25, 2016**

**Location: Procurement and Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

- B. Attendance for those submitting a Bid to The School Board of Broward County, Florida for this project is:

Mandatory

Non-Mandatory

- C. All general contract and subcontract Bidders and suppliers are invited.
- D. Representatives of the Owner and the Project Consultant will be in attendance.
- E. Summarized minutes of this meeting will be circulated to all attendees and all prospective Bidders who have completed Document 00215, Application for Bidding Documents, and paid the non-refundable document fees at the printer. These minutes will not form part of the Contract Documents.
- F. Information relevant to the Bidding Documents will be recorded in an Addendum, issued to all prospective Bidders who have completed Document 00215, Application for Bidding Documents, and paid the non-refundable document fees at the printer.

### 3.04 SUBSTITUTIONS

- A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Project Consultant at least ten days prior to the date for receipt of Bids.
- C. Requests for Substitution: Submit all substitution requests on **Document 00225, Bidder's Substitution Request**. Include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation by both the Owner and the Project Consultant. A statement setting forth

changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the Bidder. Substitution requests deemed incomplete or incorrect by the Owner will be disapproved. The Owner's decision, based upon recommendations of the Project Consultant, of approval or disapproval of a proposed substitution shall be final.

- D. If the Owner approves a proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner or on any projects.
- E. No substitutions will be considered after the Bid Opening except as specifically provided in the Contract Documents.

### **3.05 ADDENDA**

- A. Addenda will be delivered to the Bidder in accordance with the Bidder's selected method as indicated by the Bidder in Document 00215, Application for Bidding Documents at the time the Bidder obtained the Bidding Documents. Bidder shall acknowledge receipt of the Addendum by completing Document 00910, Addendum, and returning Document 00910, Addendum to the printer immediately upon receipt of the Addendum.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- C. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall also acknowledge their receipt on Document 00410, Bid Form.

## **ARTICLE 4 BIDDING PROCEDURES**

### **4.01 FORM AND STYLE OF BIDS**

- A. Bids shall be submitted on forms identical to **Document 00410, Bid Form**, and other standard forms included with the Bidding Documents. The Bid shall be comprised of one (1) original fully executed Document 00410, Bid Form and one (1) original of each of the other required documents. The following documents are required to be submitted with the Bid:
  - 1. **00410, Bid Form**
  - 2. **00420, Bid Security Form**
  - 3. ~~**00433, Subcontractors List (Also required as Post-Award Submittal):** Names of all Subcontractors; and; principal suppliers and fabricators, persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work. The Owner's relationship to Subcontractors shall be as specified in Document 00700, General Conditions of the Contract.~~
  - 4. ~~**00436, Schedule of Unit Prices**~~

5. **00450, Request for Taxpayer Identification Number and Certification Form, Page One (1)**
  6. **00457, Drug-Free Workplace Certification**
  7. **00460, Trench Act Statement**
  8. ~~**Davis-Bacon Act (See Section 00007)**~~
  9. **00470, 00475, 00480**, Review Document 00467, M/WBE Program Requirements prior to completing 00470, 00475, 00480
- B. All blanks on the Bid Form and other Owner standard documents shall be filled in by typewriter or manually in ink.
- C. As indicated on the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- D. Corrections and erasures made by a Bidder on the Bid Form must be initialed by the signer of the Bid. With the exception of providing required information, Bidders are not permitted to alter the contents of the Bid Form as published in the Project Manual to limit, expand or otherwise modify the scope of the Work or the relationships between the Parties to the Contract as described by the Bidding Documents.
- ~~E. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."~~
- ~~F. All requested Unit Prices shall be bid.~~
- G. The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. Where a firm or corporation submits a bid, the Bid Form shall be signed with the full name of the officer or officers of the corporation authorized in its bylaws, in addition to the firm or corporation signature, with official corporate seal affixed thereto and the address of such firm or corporation and of such officer thereof must be given. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.
- H. Registration and Certification
1. In accordance with Chapter 489, of the Florida Statutes, any Bid submitted for construction, improvement, remodeling or repair of public buildings shall be from a Bidder holding an appropriate certificate or registration issued by the Florida Construction Industry Licensing Board.
  2. Bidders are required to include their registration number and certificate number in the designated place on page 4 of the Bid Form.
  3. Bidders who do not have a certification from the Florida Construction Industry Licensing Board shall include on the Bid Form their Broward County certification number.

4. The definitions below are from Chapter 489 of the Florida Statutes for the bidder's information:
  - a. **CERTIFICATE**, means a certificate of competency issued by the department as provided in this act.
  - b. **CERTIFIED CONTRACTOR**, means any contractor who possesses a certificate of competency issued by the department and who may contract in any jurisdiction in the state without being required to fulfill the competency requirements of that jurisdiction.
  - c. **REGISTRATION** means registration with the department as provided in this act.
  - d. **REGISTRATION CONTRACTOR**, means any contractor who has registered with the department pursuant to fulfilling the competency requirements in the jurisdiction for which the registration is issued. Registered contractor may contract only in these areas.
  - e. **CERTIFICATION** means the act of obtaining or holding a certificate of competency from the department as provided in this act.
5. Chapter 489 of the Florida Statutes and Broward County Ordinance 90-45 requires that Contractors and Subcontractors hold a valid Certificate of Competency in Broward County or an active Florida Certification. The successful Bidder will be required to comply with the requirements contained in the proposed contract documents for Workforce Composition and substantiation of licenses.
  - I. ~~Each Bidder is required to submit Unit Price information as required on **Document 00436, Schedule of Unit Prices**. Unit prices are quoted on Document 00436 will be utilized by the Owner as the basis for pricing possible future additions to or deletions from the Work. **Unit prices quoted on Document 00436, Schedule of Unit Prices will not form part of the basis for award of the Contract. Bidders must provide pricing information for all requested unit prices on Document 00436.**~~
  - J. ~~**Unless specific Unit Prices are indicated on Document 00436, Schedule of Unit Prices by the Owner, Unit Price information provided by the Bidder shall not be administered under the Contract.**~~
  - K. Each Bidder will be required to comply with Section 287.087, Florida Statutes, on Drug-Free Workplace, which requires executing the sworn statement found on **Document 00457, Drug-Free Workplace Certification**. This statement shall be signed and notarized and submitted with the Bid.
  - L. Each Bidder will be required to comply with Chapter 90-96 of the Laws of Florida (The Trench Safety Act) and OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. Each Bidder shall submit with its Bid a completed, signed and notarized copy of **Document 00460, Trench Act Compliance Statement**.

#### **4.02 BID SECURITY (Bid Bond)**

- A. As stipulated in the Advertisement for Bids, each Bid shall be accompanied by a bid security in the form and amount required, pledging that the Bidder shall enter into a Contract with the Owner on the terms stated on the Bid Form and will furnish bonds



covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such a contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

- B. The U. S. Treasury Department approved bonding companies, to be acceptable to the Owner, will be limited in bonding ability to the current U. S. Treasury Department standing for net limit on any one risk. All Bonding Companies shall issue bonds on the Owner's standard Document **00420, Bid Security Form** provided in the Bidding Documents. **Bid Bonds issued on any form, other than those provided herein, will not be acceptable. No bids will be considered unless accompanied by the required bid security.**
- C. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- D. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- E. Bid securities will be returned to unsuccessful Bidders within fifteen (15) days following the award of the Contract and that of the successful Bidder upon the execution of the Contract.

#### **4.03 SUBMISSION OF BIDS**

- A. The Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to:

**The School Board of Broward County, Florida**  
**c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.**

and shall be identified with the Project name, the Bidder's name and address, and the clearly marked notation "SEALED BID ENCLOSED." If the Bid is sent by mail or other delivery service, the sealed envelope shall be enclosed in a separate mailing envelope with the clearly marked notation "SEALED BID ENCLOSED" in large letters on the face thereof.

- B. Bids shall be delivered to the address listed above prior to the time and date for receipt of Bids. Bids will be opened immediately after the time for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
- C. The Bidder shall assume full responsibility for timely delivery of Bids. Bids submitted by mail or delivery service should be sent only by registered mail or by means whereby the Bidder receives positive notification of delivery to the address in **4.03.A** above.
- D. Oral, telephonic, faxed, or telegraphic Bids are invalid and will not receive consideration.

#### **4.04 MODIFICATION OR WITHDRAWAL OF BID**

- A. A Bid may not be modified, withdrawn or canceled by the Bidder unless the Bidder makes his request in writing to:

**Robert W. Runcie**  
**The Superintendent of Schools**  
**The School Board of Broward County, Florida**  
**c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.**

Prior to the time and date set for opening of bids, and the request for withdrawal is approved by The School Board of Broward County, Florida. Bidders must ensure that their request for withdrawal of bid is received prior to the time and date set for the opening of bids.

- B. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid securities accompanying a resubmitted Bid, shall be in an amount sufficient for the Bid as modified and resubmitted.
- C. Bid proposals may be withdrawn if The School Board of Broward County, Florida, fails to accept the Bid within sixty (60) calendar days after the date fixed for opening bids.
- D. A Bid may not be withdrawn before the expiration of 90 days after the date of the Bid's opening.

### **ARTICLE 5 CONSIDERATIONS OF BIDS**

#### **5.01 OPENING OF BIDS**

- A. Properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Bids will be made available to Bidders.
- B. Special Accommodation:
1. Any person requiring a special accommodation at the bid opening because of a disability should call the Procurement & Warehousing Services Department at (754) 321- 0505 prior to the bid opening. If you are hearing or speech impaired, please contact the Procurement & Warehousing Services Department by using the Florida Relay Service which can be reached at 1-800-955-8771 (TDD).
  2. When calling the Procurement & Warehousing Services Department, inform the receptionist that you or member of your company requires special accommodation for the disabled and provide the following information for that individual:
    - a. Name
    - b. Company Name
    - c. Telephone Number
    - d. TDD Telephone Number
    - e. Project or RFP Number
    - f. Description of the Special Accommodation required.

## **5.02 MULTIPLIER AGREEMENT**

- A. Bidders shall be notified of an opportunity to match the lowest multiplier received. Bidders shall be required to respond with acknowledgement and agreement to match the lowest multiplier within 72 hours of the initial notification.

## **5.03 POSTING OF BIDS**

- A. Notice of intent to award or reject bids shall be posted at the Procurement & Warehousing Services Department with recommendations reflecting the lowest responsive bidder meeting specifications, terms and conditions.
- B. Recommendation and tabulation will be posted seven (7) days after the bid date by 5:00 p.m. in the Procurement & Warehousing Services Department located at:

**Procurement & Warehousing Services Department  
c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.**

- C. The bid tabulation with the recommendation will remain on display at the Procurement & Warehousing Services Department for no less than 72 hours. Any Bidder objecting to such action must comply with Florida Statutes, Chapter 120.57(3). In accordance with Board Policy 3320, VI (n), any person who files a formal written protest shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, an amount equal to one percent (1%) of the School Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract to the protestant within 72 hours of the notice of protest, excluding Saturdays, Sundays, and other days during which the School Board administration is closed. Failure to file a protest within the time prescribed by Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Bidder shall file a protest, or post the bond or other security required at the Procurement & Warehousing Services Department, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida, 33351. Section 120.57(3), Florida Statutes, states that the formal written protest shall state with particularity the facts and law upon which the protest is based.
- D. The method of computing time in which to file a notice of protest and a formal written protest is as follows:
  - 1. Notice of Protest - If the 72 hours expires on a Saturday, Sunday, or holiday observed by the Owner, the notice of protest must be received by the same hour on the Owner's next working day.
  - 2. Formal Written Protest - Formal written protests must be received by the Owner not later than 10 days after filing of a Notice of Protest. If the 10th day falls on a Saturday, Sunday or holiday observed by the Owner, the formal written protest must be received by 4:30 p.m. on the Owner's next working day. For the method of computing the 10 days in which a person has to file a formal written protest after the Notice of Protest is received by the appropriate director's office, the day that the notice of protest is received is not considered one of the ten days.

#### **5.04 REJECTION OF BIDS AND IRREGULAR PROPOSALS**

- A. Before acting on the Bids, the Owner may require a Bidder to furnish any data necessary, including that required in the Articles below, to determine beyond a reasonable doubt that the Bidder is Responsible and fully qualified to perform the contract.
- B. In the event of irregularity in the bidding procedure, the Owner reserves the right to reject an unopened Bid, or receive and record it, if in the Owner's best judgment such action accrues to the best interest of The School Board of Broward County, Florida. Receiving and recording a Bid does not constitute a waiver of irregularities by the Owner.
- C. The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security, good faith deposit, or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete, irregular or otherwise non-Responsive. The Owner may waive any formality in the bid requirements and/or award or not award the contract in the best interests of The School Board of Broward County, Florida.
- D. Non-Responsible Bidders: The Owner shall have the right to reject Bids from Bidders whom the Owner has determined to be Non- Responsible. A Bidder determined to be Non-Responsible shall be prohibited from bidding or receiving Contracts for any future work for The School Board of Broward County, Florida until the Owner, upon the Bidder's application, declares the Bidder once again responsible.
- E. Only one Bid from an individual, firm or partnership, or corporation under the same or different names will be considered.
- F. Should it appear to the Owner that any Bidder is interested in more than one Bid for the work contemplated, all Bids in which such Bidder is interested will be rejected.
- G. Should there be any reasonable grounds for the Owner to believe that a collusion or combination exists between Bidders, all Bids shall be rejected and all such Bidders, or participants in such combination or collusion will be determined to be Non-Responsible and not eligible for bidding on or receiving future Contracts with The School Board of Broward County, Florida.

#### **5.05 ACCEPTANCE OF BID (BASIS FOR AWARD)**

- A. No award will be binding upon the Owner until the Contract has been executed.
- B. It is the intent of the Owner to award a Contract to the Responsible Bidder submitting the lowest Responsive Bid in accordance with the requirements of the Bidding Documents, within the funds available.
- ~~C. Additional funds may be added to this project in order to award a contract if the lowest responsive Bid exceeds the available funds. The lowest Responsible Bidder (and the sequential order of the next lowest Bidders) will be established through an evaluation of the combined prices for the Base Bid and Alternates. Alternates quoted on the Bid Form will be accepted or rejected at the Owner's option. Alternates awarded will be awarded in the priority sequence to match project funding. Accepted Alternates will be identified in the Owner Contractor Agreement. Alternates listed in the Bidding Documents may be accepted at any time after the contract award by Change Order provided the~~

~~Contractor remains the low bidder on the combination of the Base Bid and the alternates selected.~~

## **ARTICLE 6 POST-BID INFORMATION**

### **6.01 CONTRACTUAL STATUS OF POST-BID INFORMATION**

- A. Post bid information shall become a part of the Contract upon its approval by the Owner.

### **6.02 SUBMITTALS**

NOT USED

## **ARTICLE 7 AWARD OF CONTRACT**

### **7.01 NOTICE OF INTENT TO AWARD and NOTICE OF AWARD**

- A. Upon receipt and approval of the apparent low Bidder's post-bid information and the recommendation for award by the Director of Procurement & Warehousing Services, the Superintendent of Schools will submit a recommendation for Award of the Contract to The School Board of Broward County, Florida.
- B. **Document 00505, Notice of Intent to Award** will be issued upon authorization by the Director of Procurement & Warehousing Services to recommend award to the Superintendent and Board. The Notice of Intent of Award is issued in order to provide the bidder with the opportunity to commence execution of the various post-award documents.
- C. Upon the School Board of Broward County, Florida's action to approve award of the Contract, the Owner will issue **Document 00510, Notice of Award**. Document 00510 will have instructions concerning the successful Bidder's execution of the Contract, and instructions to submit bonds, certificates of insurance and other items of post-award information as delineated in the Articles below.

### **7.02 FAILURE TO EXECUTE CONTRACT**

- A. Failure to execute the Contract within **twenty (20)** calendar days from the date of the notification of the award (**Document 00510, Notice of Award**) shall be just cause and the Owner may reduce the Time for Contractor's Performance specified in Document 00520, Agreement Form, Article 4.03.01, or, annul and void the award and declare forfeiture of the bid security or good faith deposit in liquidation of all damages sustained.

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

### **8.01 FORM TO BE USED**

- A. The Agreement for the Work will be written on the Owner's standard document **00520, Construction Services Minor Projects Agreement Form**, a sample copy of which is provided in the Bidding Documents.

## **ARTICLE 9 PERFORMANCE AND PAYMENT BONDS**

### **9.01 BOND REQUIREMENTS (NOTE: Not Required as Post-Award Documents)**

- A. The successful Bidder shall enter into a formal Contract and furnish satisfactory performance and payment bonds, with a corporate surety authorized to do business in the State of Florida and acceptable to the Owner, within twenty (20) calendar days after notice of the award. The respective performance and payment bonds shall be conditioned well and truly to perform the Contract and to pay all bills and invoices for labor done and materials furnished in the performance of the work, including guarantee period of one year against faulty work, and be on the forms as provided by the Owner.
- B. All bonds must be executed under corporate seal of the surety and countersigned on the part of the surety by a qualified resident agent of the company or an attorney-in-fact. The Owner requires 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.
- C. In case of default on the part of the Contractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including legal services, shall lie against the bond.
- D. The U. S. Treasury Department approved bonding companies, to be acceptable to the Owner, will be limited in bonding ability to the current U. S. Treasury Department standing for net limit on any one risk. All Bonding Companies shall issue bonds on the Owner's standard Documents **00600, Performance Bond Form ,00610, Payment Bond Form and 00630, Rider Performance Bond** provided in the Bidding Documents. Performance and Payment Bonds issued on any form, other than those provided herein, will not be acceptable .

## **ARTICLE 10 INSURANCE CERTIFICATES**

### **10.01 SUBMITTAL REQUIREMENTS**

- A. The successful Bidder shall submit proof of insurance in the form of a Certificate of Insurance completed and signed by the insurance carrier's Authorized Florida Agent. This certificate shall be dated and shall:
  1. Show the name of the insured Contractor, the specific project-by-project name and project number, its effective date, and its termination date.
  2. Include a statement that the Insurer will mail notice to the Owner and copy to the Project Consultant at least 15 days prior to any material changes in provisions or cancellation of the policy.
  3. Be compliant with Document 00700, General Conditions of the Contract, Article 42.

### **10.02 INSURANCE REQUIREMENTS**

- A. Insurance requirements are specified within **Document 00520, Agreement Form** and in **Document 00700, General Conditions of the Contract**.

## ARTICLE 11 POST-AWARD INFORMATION

### 11.01 CONTRACTUAL STATUS OF POST-AWARD INFORMATION

- A. Post-Award information shall become a part of the Contract upon its approval by the Owner.
- B. Failure to provide Post-Award information within twenty (20) consecutive calendar days from receipt of Document 00510, Notice of Award shall be just cause and the Owner may reduce the Time for Contractor's Performance specified in Document 00520, Agreement Form, Article 4.03.01, or, annul and void the award and declare forfeiture of the bid security or good faith deposit in liquidation of all damages sustained. No extension of the Contract Time specified in Document 00520, Agreement Form, Article 4, Time for Contractor's Performance, shall be approved for delays resulting from the Contractor's failure to submit Post Award documents in accordance with this provision.

### 11.02 SUBMITTALS

- A. The apparent low Bidder shall, within twenty (20) consecutive calendar days after receipt of the Notice of Award Letter (Document 00510) for the award of a Contract, furnish to the Owner in writing:
  - 1. **Document 00425: Certificate of Intent:** A notarized certification of the work to be performed with the Bidder's own forces indicated by a percentage of the Bid Price;
  - 2. **Document 00433, Subcontractors List (also required with Bid):** Names of all Subcontractors; and; principal suppliers and fabricators, persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work. The Owner's relationship to Subcontractors shall be as specified in Document 00700, General Conditions of the Contract.
  - 3. **Subcontractor's Bonds:** Proof, in the form of copies of properly executed bond forms attached to Document 00433, Subcontractors List, that the following major subcontractors:
    - a. HVAC/Mechanical
    - b. Electrical

Have furnished a performance bond and a payment bond to the Contractor with a corporate surety authorized to do business in the State of Florida and acceptable to the Owner. The respective performance and payment bonds shall be:

- a. Conditioned well and truly to perform the Subcontract and to pay all bills and invoices for labor done and materials furnished in the performance of the work, including guarantee period of one year against faulty work.
- b. Be on the forms as provided by the Owner.
- c. Executed under corporate seal of the surety and countersigned on the part of the surety by a qualified resident agent of the company or an attorney-in-fact. The

Owner requires 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.

- d. In case of default on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including legal services, shall lie against the bond.
  - e. Bonding companies acceptable to the Owner are U. S. Treasury Department approved bonding companies, and limited in bonding ability to the current U. S. Treasury Department standing for net limit on any one risk.
  - f. If the value of a subcontract listed above is below \$200,000, the Subcontractor Bonding requirement for that respective subcontract may be waived by the Owner, at its sole discretion, for M/WBE Subcontractors participating in the Owner's M/WBE Subcontractor Programs as described elsewhere in the Contract Documents.
- 4. **Construction Schedule:** A schedule of operations giving the date that each part and branch of the Work will be started and finished. Finish date must coincide with the Date of Substantial Completion as indicated in the Bidding Documents. Format and content shall be as defined in Document 00700, General Conditions of the Contract and specification Section 01320, and Construction Progress Documentation.
  - 5. **Document 00435, Schedule of Values:** A detailed cost breakdown showing the estimated quantities and costs of each operation involved in the Work.
  - 6. **Estimated Progress Payment Forecast:** A schedule showing all monthly estimated cash flow progress payment forecasts required for the time (calendar days) allowed for completion of the Work. The Bidder shall follow the schedule of values format for the monthly forecasts. Recording and tracking the actual monthly progress payment amounts against the forecasted payment amounts will provide the Contractor and the Owner a current early warning system to identify schedule problems before they become major issues and require the Contractor to implement a plan of action to correct the situation.
  - 7. **Document 00450, Request for Taxpayer Identification Number and Certification**
  - 8. **Document 00455, Background Screening of Contractual Personnel**

B. NOT USED

~~C. Submitted Construction Schedule and Document 00435; Schedule of Values will form the basis for all subsequent Requisitions for Payment during the execution of the Work. Format and content shall be as defined in Document 00700, General Conditions of the Contract and specification Section 01290, and Payment Procedures.~~

~~D. Evaluation of Document 00425, Certificate of Intent, and Document 00433, Subcontractors List:~~

- ~~1. The Bidder will be required to establish to the satisfaction of the Project Consultant and Owner the reliability and responsibility of the persons or entities proposed to~~



~~furnish and perform the Work described in the Bidding Documents. The Owner requires that the percentage of Work to be completed by the Contractors own forces as indicated on Document 00425, Certificate of Intent, be not less than 15 percent of the total Work.~~

- ~~2. The Owner will notify the Bidder in writing if the Owner, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity so long as that change does not:
  - ~~a. Require an adjustment in the submitted Bid Price for Base Bid or Alternate Bid items that would change the apparent Low Bidder.~~
  - ~~b. Require an adjustment in the submitted Bid Price for Base Bid or Alternate Bid items that would exceed the funds available to the Owner.~~~~
- ~~3. Persons and entities proposed by the Bidder and to whom the Owner and Project Consultant have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.~~

#### ~~E. Permitting Phase Documents~~

- ~~1. Upon receipt and approval of the foregoing Post Award Documents the Owner will issue **Document 00550, Notice To Proceed, Permitting.**~~
- ~~2. Document 00550, Notice To Proceed, Permitting will reconfirm the Contract Time for Performance by the Contractor and the work and documents required during this Phase.~~
- 3. REFER TO DOCUMENT BD-004 ATTACHED TO DOCUMENT 00200, INSTRUCTIONS TO BIDDERS (THIS DOCUMENT), FOR FURTHER INSTRUCTIONS RELATED TO SUBMITTAL OF REQUIRED DOCUMENTS AND THE ISSUANCE OF A BUILDING PERMIT.**

### **11.03 DELIVERY OF POST-AWARD SUBMITTALS**

- A. Post-Award Submittals should be delivered to:

**The School Board of Broward County, Florida  
c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.**

## **ARTICLE 12 NOTICES TO PROCEED**

### **12.01 INITIATION OF THE WORK**

- A. Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, receipt and approval of the required post-bid information, and issuance of the Building Permits by the Chief Building Official, the Director of Procurement & Warehousing Services will issue **Document 00550, Notice to Proceed, Construction.**

- B. The site and/or existing facilities for Work related to this project will not be available until such time as indicated on Document 00550, Notice to Proceed. Document 00550 will formally start the Contract and will reconfirm Contract Time and provide other instructions to the Contractor insofar as beginning the Work required by the Contract Documents.

**END OF DOCUMENT**



**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00215: Application for Bidding Documents**

**Date:** \_\_\_\_\_

**Bidding Documents For:** \_\_\_\_\_

(Project Name)

(Project Number &  
Location Number)

**Bid details can be found online by visiting the following website:**

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

(Click the "View Our Bids on Demand Star" link)

Bidding Documents may be obtained from the bid posting on Demand Star under the heading "Documents".

**BIDDER: COMPLETE THE FOLLOWING INFORMATION. PLEASE PRINT. ALL FIELDS MUST BE COMPLETED.**

Firm Name: \_\_\_\_\_ By: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Bidding project as a (check one):

General Contractor  Subcontractor  Other: \_\_\_\_\_

**BIDDER CHECK ONE:**

Send Addendum to this firm automatically.

Payment method for Addendum will be **(Bidder Check One)**

Check  Money Order  Credit Card  Pre-Approved Account

Send only notification that Addendum has been issued.

Bidder will be responsible to ascertain that the Bidder has received all Addenda issued.

**Do Not Write Below This Line**

---

**Fee Received By:**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Set Number:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Fee:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Payment By:**

Check

Money Order

Number: \_\_\_\_\_

Credit Card

Account

**Distribution:**

Copy: Applicant

Original: Procurement &  
Warehousing  
Services  
Department

**Total Fee:**

(Non-  
Refundable)

**Documents Issued**

--

**END OF DOCUMENT**



**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00220: Bidder's Request for Information**

**To: Construction Purchasing Agent  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**Date:** \_\_\_\_\_

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

**Project:** \_\_\_\_\_  
**Facility Name:** \_\_\_\_\_

**Project Number &  
Location Number:** \_\_\_\_\_  
**Project Consultant:** \_\_\_\_\_

- Category:**
- Information not shown on Bidding Documents
  - Interpretation of Bidding Documents
  - Conflict in Bidding Requirements
  - Coordination

- Reference:**
- Drawing Reference
  - Spec/Project Manual Reference
  - Other:

**Subject:** \_\_\_\_\_

**Description:**

**Bidder:**  
Company Name  
& Address:

Phone:

**By:** \_\_\_\_\_  
Signature

\_\_\_\_\_ Title

**Replies will be issued by Addendum and made available on Demand Star to all prospective Bidders who have completed Document 00215 and Application for Bidding Documents. No verbal or written interpretations of the Bidding Documents will be given to individual Bidders.**

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**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00225: Bidder's Substitution Request**

**To: Construction Purchasing Agent  
Procurement & Warehousing Services  
Department  
7720 W. Oakland Park Blvd. Suite 323  
Sunrise, Florida 33351  
Fax: 754-321-0534**

<p><b>Request No.:</b> _____</p>	<p><b>Date:</b> _____</p>
----------------------------------	---------------------------

Project No:  
Location No:  
Project Title:  
Facility Name:

(One Substitution request per form)

We hereby submit for your consideration the following product instead of the specified item for the project identified above:

Specification Section: \_\_\_\_\_ Paragraph: \_\_\_\_\_ Specified Item: \_\_\_\_\_

Drawing Sheet Number(s): \_\_\_\_\_ Detail, Plan or Section Number(s): \_\_\_\_\_

Proposed Substitution:

Manufacturer    Company Name: \_\_\_\_\_    Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Local Vendor:    Company Name: \_\_\_\_\_    Phone: \_\_\_\_\_

<b>Required Attachments:</b>	<ol style="list-style-type: none"> <li><b>1. Attach names and addresses of previous projects on which this product was utilized. Include project owner's contact and phone number.</b></li> <li><b>2. Attach complete reason for the proposed substitution.</b></li> <li><b>3. Attach complete technical data, including applicable laboratory test reports. Include complete information on changes to drawings and/or specifications which the proposed substitution will require for its proper installation. (Title &amp; Seal by Engineer/Architect If new design required)</b></li> <li><b>4. Check items submitted with this substitution request:</b> <p style="margin-left: 20px;"> <input type="checkbox"/> <b>Catalog</b>    <input type="checkbox"/> <b>Drawings</b>    <input type="checkbox"/> <b>Samples</b>    <input type="checkbox"/> <b>Tests/Reports</b>  <input type="checkbox"/> <b>Other:</b> </p> </li> </ol>
------------------------------	---

**Completion of the following information is required:**

1. This substitution will result in a **saving or credit** to the Owner in the amount of:

	<b>Dollars</b>	<b>\$</b>
Written		Figures

- |  |  |
|--|--|
| 2. Does the proposed substitution affect dimensions shown on the drawings or other specified clearances?   | Yes <input type="checkbox"/> No <input type="checkbox"/>   |
| 3. Will the undersigned pay for changes to the building design, including the costs of all engineering, detailing and other administrative costs caused by requested substitution? | Yes <input type="checkbox"/> No <input type="checkbox"/>   |
| 4. Manufacturer's guarantees and warranties of the proposed and specified items are:   | <input type="checkbox"/> The Same<br><input type="checkbox"/> Different<br>If different, attach details. |
| 5. What effect does the proposed substitution have on other trades?  | <input type="checkbox"/> None<br><input type="checkbox"/> Effect<br>Attach details.                      |

The Undersigned states that this substitution request has been fully checked and coordinated with the Bidding Documents, that all information is true and accurate, and that the undersigned shall bear full responsibility for impacts to the design, code changes, coordination, required schedule and costs of the project cause and impacted by this request if approved by the Owner.

**Submitted By:**

Company Name \_\_\_\_\_  
 & Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title & Seal by and Engineer/Architect

If a new design is required

**DO NOT WRITE BELOW THIS LINE**

**FOR OFFICIAL USE ONLY**

<p><b>For Project Consultant's Use Only</b></p> <p><input type="checkbox"/> Recommend Approval   <input type="checkbox"/> Not Recommended</p> <p><input type="checkbox"/> See Attached   <input type="checkbox"/> Received Too Late</p> <p><b>By:</b> _____                  (Signature)</p> <p><b>Date:</b> _____</p>	<p><b>For Owner's Use Only</b></p> <p><input type="checkbox"/> Accepted   <input type="checkbox"/> Accepted as Noted</p> <p><input type="checkbox"/> Not Accepted   <input type="checkbox"/> Received Too Late</p> <p><b>By:</b> _____                  (Signature)</p> <p><b>Date:</b> _____</p>
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Distribution: 1. Project Consultant 2. Bidders 3. Project File





**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00410: Bid Form for Provision of Labor and  
Materials**

Submitted: \_\_\_\_\_  
(Bid Opening Date)(Completed by Bidder)

Submitted By: \_\_\_\_\_  
(Bidder Name)(Completed by Bidder)

**To: The School Board of Broward County, Florida**

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

The Bidder further declares that it has examined the site of the work and informed itself fully in regard to all conditions pertaining to the places where the work is to be done, that it has examined the plans and specifications for the work and proposed contractual documents relative thereto, and has read all special provisions furnished prior to the opening of Bids, that it has satisfied itself relative to the work to be performed.

The Bidder proposes and agrees, if this proposal is accepted, to contract with The School Board of Broward County, Florida, in the form of Contract specified to provide all necessary materials, equipment, utilities, machinery, tools, apparatus, means of transportation and labor necessary to complete the work known particularly as:

Name of Project: Construction Services Minor Projects – Roofing Contractor  
 Project No: ITB# 17-134C - Various Project Numbers  
 Location No: Location Numbers  
 Facility/School Name: Various Locations

In full and complete accordance with the shown, noted, described and reasonably intended requirements of the Bidding Documents to the full and entire satisfaction of The School Board of Broward County, Florida, with a definite understanding that no money will be allowed for extra work except as set forth in the Bidding Documents for the Single Fixed Multiplier (SFM), to be applied to the RS Means “Facilities Construction Cost Data” Latest Edition and updates in effect at the date of the Estimating Order, as adjusted by the Location Cost Factor for Fort Lauderdale, Florida which shall remain firm throughout the term of the contract, for labor, material and equipment as required to perform the Construction Services Minor Projects. The term of this Agreement shall be for three (3) years from the date of execution with a Contract Value not to exceed \$30,000,000 per firm, and may, by mutual agreement between the School Board of Broward County and the Contractor, upon final School Board approval, be extended for two (2) additional one-year periods and additional contract amount of \$10,000,000 per yearly extension. Firms will be assigned to perform projects valued at under \$2,000,000.

**Rules:**

- Awards shall be by Item up to the Bidder's Aggregate Limit for Contractor Pre-Qualification as approved by The School Board of Broward County, Florida and based upon the contract amounts stated in Document 00410-Bid Form (Table A).
- Bidder must be pre-qualified for the Work Category to be Awarded and possess Per Project and Aggregate limits sufficient for the amounts shown within the Work Category.
- Bids shall be considered first by Work Category then by Item within that Work Category; as outlined in the table below.
- When a Bidder's Contractor Pre-Qualification Aggregate Limit amount is awarded, or an additional award would cause the Pre-Qualified Aggregate Limit to be exceeded, then no further Awards to the Bidder shall be considered.

**INSERT A MULTIPLIER TO THE RIGHT OF EACH (APPLICABLE) WORK CATEGORY AND UNDER EACH ITEM NUMBER IN THE SPACE PROVIDED BELOW.**

**BASE BID: TABLE A**

Work Category	Item No. 1	
Roofing Contractor	Single Fixed Multiplier (SFM)	<hr/> (Place SFM Here)

Insert a multiplier, **of four digits with three of those digits to the right of the decimal point**, EXAMPLE (0.XXX), to the right of each Work Category and under each item number that the Contractor wants to bid.

The Multiplier shall be used only to identify the Low Bidder and in evaluating Estimating Orders. The Awardee (Contractor) shall submit Lump Sum Proposals as set forth in the Contract. Payment for Work shall be based upon the Lump Sum Proposal.

**Basis of Award:** It is the intent of The School Board of Broward County, Florida to award a maximum of five (5) main contracts for each "Work Category" to the lowest responsible and responsive bidders in the Contract Amount indicated in Table A above. However, the final number of firms selected will be at the discretion of the District. Awardees shall be determined by the lowest Single Fixed Multiplier for each Item indicated in Table A. When a bid has multiple awardees, all awardees must agree to the same or lower Single Fixed Multiplier submitted by the low bidder. **BID ITEMS SUBMITTED WITH A SINGLE FIXED MULTIPLIER EXCEEDING ONE (1.000) SHALL BE REJECTED.** The award of these continuing contracts shall not guarantee or obligate the District to execute any Construction Services under the continuing contract.

The four (4) Bidders with the lowest multipliers, other than the lowest Bidder, shall be notified of an opportunity to match the lowest multiplier received. Bidders shall be required to respond with acknowledgement and agreement to match the lowest multiplier within 72 hours of the initial notification.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 42.

**THE OWNER RESERVED THE RIGHT TO CONTRACT WITH ONE OF THE OTHER AWARDED CONTRACTORS SHOULD THE DESIGNATED CONTRACTOR FAIL TO MAINTAIN THE SCHEDULE FOR THE WORK AS AGREED TO BY THE OWNER AND THE CONTRACTOR OR OTHERWISE FAIL TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT.**

**SBBC reserves the right to procure goods from any other School Board of Broward County, Florida pre-qualified contractor if: a) the awarded bidders cannot comply with delivery requirements or specifications; b) the awarded bidders are not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) work may be issued to multiple contractors if in the opinion of The School Board of Broward County, Florida or its staff the work cannot be completed by a single contractor in the specified time such as a Summer, Winter or Spring Break or if it is in the best interest of SBBC to do so regardless of reason.**

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

Date of \_\_\_\_\_

Bank of \_\_\_\_\_

Or the bid bond (use form enclosed in documents) by a U.S. Treasury Department approved company in the amount of:

Written  
Amount: \_\_\_\_\_ Dollars

Figures: \$ \_\_\_\_\_

In the amount of 5% of the Base Bid, made payable to The School Board of Broward County, Florida.

**Respectfully submitted,**

(Corporate Seal)

**Attest:**

\_\_\_\_\_  
Company/Contractor

\_\_\_\_\_  
Secretary

**By:** \_\_\_\_\_ Seal  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor

Construction Industry Licensing Board Registration # \_\_\_\_\_

State Certification # \_\_\_\_\_ or Broward County Certification # \_\_\_\_\_

Qualifying Individual: \_\_\_\_\_

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

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

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

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

Project Title: \_\_\_\_\_

Project Number: \_\_\_\_\_

Facility/School Name: \_\_\_\_\_

as prepared by:

**END OF DOCUMENT**

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The School Board of Broward County, Florida  
 Procurement & Warehousing Services Department  
 7720 W. Oakland Park Blvd., Suite 323  
 Sunrise, Florida 33351

(754) 321-0505

**Document 00420: Bid Security Form**

STATE OF FLORIDA     )  
 COUNTY OF BROWARD   ) SS

**KNOW ALL MEN BY THESE PRESENTS**, that we,

\_\_\_\_\_  
 (Hereinafter called "Principal") and  
 \_\_\_\_\_,

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

Written  
 Amount: \_\_\_\_\_ Dollars

Figures: \$ \_\_\_\_\_

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

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

, and,

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

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

**IN WITNESS WHEREOF**, the said

\_\_\_\_\_

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

\_\_\_\_\_, and attested by its \_\_\_\_\_

(President)

(Secretary)

under its **corporate seal**, and the said

\_\_\_\_\_

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

\_\_\_\_\_, and attested by its \_\_\_\_\_,

under its **corporate seal** this \_\_\_\_\_ day of \_\_\_\_\_, AD., 20 \_\_\_\_\_.

**Attest:**

**Contractor:**

\_\_\_\_\_

\_\_\_\_\_

**By:**

(Title)

(Title)

**Attest:**

**Surety:**

\_\_\_\_\_

\_\_\_\_\_

**By:**

(Title)

(Title)

**USE THIS FORM  
(NO OTHER FORM WILL BE ACCEPTABLE)**





**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department**

**7720 W. Oakland Park Blvd., Suite 323**

**Sunrise, Florida 33351**

**(754) 321-0505**

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**Document 00450: Request for Taxpayer identification  
Number and Certification**

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**See attached Department of Treasury Internal  
Revenue Service Form W-9.**

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

### Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

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

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

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.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), 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, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## 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](http://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](http://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 [www.irs.gov](http://www.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, 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 domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> 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.** 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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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## **Document 00455: Background Screening of Contractual Personnel**

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Project No. ITB# 17-134C  
Location No.: Various Locations  
Project Title: Construction Services Minor Projects (CSMP) – Roofing Contractor  
Facility Name: Various Facilities

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### **SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES, BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL**

Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor 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 Contractor and its personnel. The Parties agree that the failure of Contractor 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. Contractor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Contractor's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Bidder 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 Bidder'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 Bidder pursuant to SBBC Indemnification requirements as revised and the laws of Florida.

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared

\_\_\_\_\_ who, being by me first duly sworn, made the following statement:

1. Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. My relationship to the Contractor named in (1) above is: \_\_\_\_\_  
(List relationship such as sole proprietor, partner, president, vice president, etc.)

3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) \_\_\_\_\_

**TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.**

The above-named Contractor presently complies fully with the requirements set forth in Section 1012.465, Florida Statutes to the extent that all contractual personnel to be employed under the terms of this bid HAVE met Level 2 Screening requirements set forth in Section 1012.32, Florida Statutes.

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME (Printed)** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**Notarization** State of: \_\_\_\_\_ )

County of: \_\_\_\_\_ )

Sworn to and subscribed before me, the undersigned authority, by \_\_\_\_\_

who is personally known to me or did produce: \_\_\_\_\_  
an identification and who did take an oath.

**Notary Public:** \_\_\_\_\_

**Affix Seal**

**Commission Expires on:** \_\_\_\_\_



## **School Board of Broward County** – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to <http://www.broward.k12.fl.us/police/secclear.html> and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-0505.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting “Click Here for Forms and Other Necessary Information” hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

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Document 00457: Drug-Free Workplace Certification

Project No: ITB# 17-134C
Location No: Various Locations
Project Title: Construction Services Minor Projects - Roofing Contractor
Facility Name: Various Facilities

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESS WITH DRUG-FREE WORK PLACE PROGRAMS

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared

\_\_\_\_\_

who, being by me first duly sworn, made the following statement:

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. My relationship to the company named in (1) above is: \_\_\_\_\_

(List relationship such as sole proprietor, partner, president, vice president, etc.)

3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) \_\_\_\_\_

4. I certify that I have established a Drug Free Work Place program and have complied with the following:

- a. Published and distributed to each employee 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 prohibitions.

- b. Required all new employees to undergo laboratory testing as a condition of employment and will require all employees, as a condition of their continued employment, to undergo laboratory testing to detect illegal drug or alcohol use according to Florida Statutes 440.101 and 440.102.
- c. Ensured that applicants with a confirmed positive drug or alcohol screening test result are not considered for employment.
- d. Have tested employees when reasonably suspected of illegal drug or alcohol use.
- e. Ensured that any employee refusing to take a drug or alcohol screening test in violation of the Drug Free Work Place Policy is subject to dismissal for failure to abide by the provisions of the Policy.
- f. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintain 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.
- g. In the statement specified in subparagraph 4a, notified the employees that, as a condition of their employment, the employee will abide by the terms of the statement and will notify their 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 of any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- h. Have required all employees to sign a copy of this statement of compliance acknowledging their understanding and agreeing to abide with the requirements of the Drug Work Place Policy.
- i. 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.
- j. Am making a good faith effort to continue to maintain a Drug Free Work Place through implementation of this document.

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME (Printed)** \_\_\_\_\_ **TITLE:** \_\_\_\_\_  
 State of: \_\_\_\_\_ )

**Notarization**

County of: \_\_\_\_\_ )

**Sworn to and subscribed before me, the undersigned authority, by**

\_\_\_\_\_

**who is personally known to me or did produce:** \_\_\_\_\_  
**as identification and who did take an oath.**

**Notary Public:** \_\_\_\_\_

**Affix Seal**

**Commission Expires on:** \_\_\_\_\_



**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00460: Trench Act Compliance Statement**

Project No: ITB# 17-134C  
 Location No: Various Locations  
 Project Title: Construction Services Minor Projects (CSMP) – Roofing Contractor  
 Facility Name: Various Facilities  
 Facility Address: Various Facility Addresses

**Instructions**

**Florida Statute (FS) 553.63 (1) (c) requires all contractors engaged by The School Board of Broward County, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid as shown on page 1 of this document.**

**Certify this form in the presence of a notary public or other officer authorized to administer oaths.**

**Certification**

- I understand that Florida Statute (FS) 553.63 (1) (c) (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.**
- The estimated cost imposed by compliance with The Trench Safety Act will be:**  

	<b>Dollars</b>	<b>\$</b>
Written		Figures
- The amount listed above has been included within the Base Bid as listed on Document 00410, Bid Form.**

**Certified By:**

Company Name  
& Address:

\_\_\_\_\_  
Signature

Phone:

\_\_\_\_\_  
Title

**Notarization**

State of: \_\_\_\_\_ )

County of: \_\_\_\_\_ )

**Sworn to and subscribed before me, the undersigned authority, by \_\_\_\_\_  
 who is personally known to me or did  
 produce: \_\_\_\_\_  
 as identification and who did take an oath.**

**Notary Public:** \_\_\_\_\_  
**Commission Expires on:** \_\_\_\_\_

**Affix Seal**

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## Document 00467: Supplier Diversity & Outreach Program Requirements

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### 1. M/WBE PARTICIPATION REQUIREMENT

The School Board of Broward County, Florida (SBBC) is committed to ensuring the awarding of construction subcontracts to minority and women businesses. In accordance with Florida Statute 1001.41(1) and (2), and the School Board Policy 7007, the Supplier Diversity & Outreach Program (SDOP) requires that all projects shall have M/WBE subcontracting goals and that Contractors awarded work on such projects fully participate in the SDOP. Compliance with the requirements of this Document 00467 is **mandatory**.

**The M/WBE Participation Goal for the General Contractor shall be 25 percent or more.**

**The M/WBE Participation Goal for all other Contractors shall be 10 percent or more.**

### 2. ENFORCEMENT

Monthly Applications for Payment shall be submitted and must include completed M/WBE Utilization Reports. The SDOP will closely monitor these reports to verify that the M/WBE percentage goals are being met and maintained for the duration of the project. Compliance with this procedure will be **strictly enforced**. Payment verification will be closely monitored. If the Contractor fails to comply with this provision it will be considered in default of its contract.

### 3. DEFINITIONS:

The following terms shall have the stated meanings (the definitions shall not apply outside of this Document where inconsistent with those stated elsewhere in the Bidding Documents).

- A. Bidder: An individual, firm, partnership, corporation, LLC or combination thereof submitting a bid to perform the work as the Prime Contractor.
- B. Minority/Women Business Enterprise (M/WBE):
  - 1. Any legal entity other than a joint venture, which is organized to engage in commercial transactions and which is at least 51 percent owned and controlled by minority persons. Minority persons being citizens or lawful permanent residents of the United States and who are:
    - a. An African American, a person having origins in any of the black racial groups of Africa;

- b. An Hispanic, a person of Spanish or Portuguese culture including, but not limited to, persons with origins in Mexico, South America, Central America, or the Caribbean islands, regardless of race;
  - c. An Asian, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands;
  - d. An American Indian or Alaskan Native, a person having origins in any of the original peoples of North America; or
  - e. A White Female.
- C. M/WBE Subcontractor List: A list of Certified M/WBE Subcontractors maintained by and available from the SDOP. This list represents only the subcontractors that have been certified by SDOP as meeting the requirements for participation as a Certified M/WBE Subcontractor as listed in Section F(1-4). This list is provided as an aid to Contractors in their effort to meet the M/WBE Subcontractor's participation goal. The SDOP does not insist that the Contractor utilize any subcontractor from the list. For additional information call 754-321-0550 or to view a list of vendors and subcontractors certified by SDOP, go to <http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>.
- D. Director, Procurement & Warehousing Services Department: An employee of The School Board of Broward County, Florida, or a designee, serving as the School Board's administrator of the contract, responsible for coordinating, implementing and monitoring of SDOP, hereafter referred to as the "Procurement & Warehousing Services".
- E. M/WBE Subcontracting Goal: M/WBE Subcontractor participation goal established by The SBBC for this project, as stated in this document. This goal is stated as a numerical percentage of the Work proposed on the ERF (Estimating Recap Form - Document 00800b). This goal can be reasonably attained by means of applying every reasonable and sufficient effort to utilize M/WBE Subcontractors in the performance of Work under this Contract and in accordance with the terms and requirements of this Article.
- F. Other Contractors: Electrical, Mechanical, Plumbing or any other licensed, trade specific contractor not considered a General Contractor.
- G. Certified M/WBE Subcontractor: A Subcontractor who is certified as an M/WBE by The SBBC if it meets all of the following criteria:
- 1. The Subcontractor produces evidence of an Occupational License at the time of application for M/WBE Certification, establishing the company as an entity legally authorized to engage in building construction in Broward County, Florida.
- Note: It is the responsibility of the Prime Contractor to verify that all Subcontractors have the required licenses, insurance, and bonding prior to and during the contract period.**



2. The Subcontractor produces evidence of ownership, operation, control and management of the firm on a daily basis.
3. The Subcontractor is an M/WBE Subcontractor as defined under paragraph B (1) above on the date of submission of the ERF.
4. The Subcontractor meets all SBBC and SDOP requirements for Certification prior to the award of the contract.

#### **4. UTILIZATION OF M/WBE SUBCONTRACTORS**

- A. Contractor's Obligation: Ensure that Certified M/WBE Subcontractors, as defined above in paragraphs 3(B) and 3(F), have the maximum opportunity to participate in the performance of the contract and are pro-active, in accordance with this Provision, to ensure that Certified M/WBE Subcontractors have the maximum opportunity to compete for and perform work.
- B. Contract Goal: (See Paragraph 3(E)) The stated goal is to have portions of the work under the contract performed by certified M/WBE Subcontractors for dollar amounts that are a numerical percentage of the amount on the ERF which is to be stated in the Agreement.
- C. M/WBE Contractors: A Contractor who is an M/WBE Certified Contractor may, subject to compliance with the applicable requirements of Section 5(C) of this Article, achieve the stated goal by performing work with its own forces with a dollar amount equal to the percentage goal.
- D. Unavailable: An M/WBE Subcontractor is unavailable to do specific work if:
  1. The Subcontractor has been informed of the terms and specifications of the Contract and:
    - a. Does not offer a proposal to do such work or decline an opportunity to do work.
    - b. Does not intend, or is unable, to make a proposal because of lack of interest.
    - c. Is unable to meet the reasonable and ordinary demands connected with doing such work.
    - d. Is unwilling to meet the specifications for such work.
    - e. Is unwilling to work on this project or in this geographic area.
    - f. Otherwise is unable to do the work for any other reason as is determined by SDOP to be sufficient.

#### **5. REQUIREMENTS AND PROCEDURES PRIOR TO THE ISSUANCE OF A NOTICE TO PROCEED:**

##### A. Submittals:

Prior to a Notice to Proceed being issued, as a condition of contract award, the Contractor must submit to the Owner the following M/WBE documents:

1. **Document 00470**, Letter of Intent: M/WBE Subcontractor Participation: A letter to the Contractor from each prospective Certified M/WBE Subcontractor that has agreed to participate in the project stating Trade Items and dollar amounts.
2. **Document 00475**, Summary: M/WBE Subcontractors Participating: Wherein all Subcontractors submitting a Letter of Intent are listed, together with their Contract (Trade) Items and subcontract dollar value amounts. The total M/WBE subcontract dollar value amount is compared to the total Bid Price (Base Bid and Alternates) as a percentage (%), which should equal or exceed the Contract Goal.
3. **Document 00480**, Unavailability Certification: M/WBE Subcontractor Participation: If the Contractor is unable to commit adequate M/WBE Subcontractor Participation to meet the Contract Goal, it shall request execution of this document for each M/WBE Subcontractor it has solicited, but who cannot participate for reasons of their own. This is necessary to show good faith efforts on the Contractor's part to meet the Contract Goal.

B. Good Faith Efforts:

If the information submitted in response to Paragraph 5.A demonstrates that a Contractor does not meet the M/WBE Subcontractor Goal, then information sufficient to satisfy SDOP that the Contractor has made good faith efforts must be submitted.

In making the required judgment, SDOP will consider some or all of the following good faith efforts. Other factors or types of efforts may be relevant in appropriate cases. In determining whether or not a Contractor has made good faith efforts, SDOP will evaluate the efforts that a Contractor has made and the quantity and intensity of these efforts.

Good Faith Efforts are as follows:

1. The Contractor provided written notice to a reasonable number of M/WBE Subcontractors soliciting their participation in sufficient time to allow M/WBE Subcontractors to participate effectively;
2. The Contractor, in order to increase the likelihood of meeting the goal, selected portions of the work to be performed by M/WBE Subcontractors that could be broken down into economically feasible units to facilitate M/WBE Subcontractor participation;
3. The Contractor provided interested M/WBE Subcontractors with adequate information about the plans, specifications and requirements of the contract;
4. The Contractor negotiated in good faith with interested M/WBE Subcontractors, not rejecting M/WBE Subcontractors as unqualified without sound reasons based on a thorough knowledge of their capabilities;
5. The Contractor contacted SDOP for direct referral for certified M/WBE Subcontractors when the Contractor was unsuccessful in locating qualified vendors on their own;

6. The Contractor maintained records stating name, address, type of trade, and described results of contact with each M/WBE Subcontractor specifically for this project;
7. The Contractor actively maintains a file with the names and addresses of M/WBE Subcontractors. (List may be obtained from SDOP)
8. The Contractor engaged in specific and continuing personal recruitment efforts directed at minority contractor organizations, minority recruitment organizations, and minority business assistance centers.

Meeting the goal, or making good faith efforts to do so, is a condition of being issued a Notice to Proceed.

The listing of M/WBE Subcontractors by a Contractor shall constitute a representation by the Contractor that such entity is qualified and available, and a commitment by the Contractor that, if it is issued a Notice to Proceed, it will enter into a subcontract in the amount set forth in its submission, subject to the terms of this Article.

C. Acceptability of M/WBE Subcontractor Submission.

1. If the SDOP questions the acceptability of the Contractor's M/WBE Subcontractor submissions, upon at least three (3) consecutive business days of notice given by SDOP, the Contractor shall meet with SDOP to present information to substantiate its compliance with the applicable requirements.
2. Not later than seven (7) calendar days after the communication with the Contractor, SDOP shall make a written recommendation to the Director, Procurement & Warehousing Services as to the acceptability of the M/WBE Subcontractor involved and which shall include a statement of the facts and reasons upon which it is based.
  - a. If SDOP cannot recommend issuance of a Notice to Proceed to the Primary Contractor, the Secondary Contractor will be contacted to provide the required M/WBE documents as stated in 5(A)(1) through (3).

D. Calculation of M/WBE Subcontractor Participation toward Contract Goal.

M/WBE Subcontractor participation shall be calculated toward meeting the goal as follows:

1. Once The SBBC has determined that a firm is an eligible M/WBE Subcontractor, the total dollar value of the contract awarded to the M/WBE Subcontractor is counted toward the goal, except as limited by paragraph 5(C)(2).
2. The SBBC will count toward the goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the M/WBE Subcontractor partner in the joint venture.

3. The SBBC shall count toward the goal only expenditures to M/WBE Subcontractors that perform a useful contractual function in the work. An M/WBE Subcontractor is considered to perform a useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out the responsibilities by actually performing and supervising the work involved.
4. Consistent with normal industry practices, an M/WBE Subcontractor may enter into subcontracts. If such an entity subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices to non-M/WBE subcontractors, the entity shall not be considered as an M/WBE Subcontractor.

E. Issuance of a Notice to Proceed:

Provided the Contractor submitted the completed forms and information as required by Document 00467, and submitted information sufficient to satisfy SDOP that it has met the contract goal or has made good faith efforts to meet the goal, a Notice to Proceed will be issued.

**6. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO THE ISSUANCE OF A NOTICE TO PROCEED:**

A. Subcontracts:

1. Approved

After issuance of a Notice to Proceed, the Contractor shall submit, for SBBC approval, subcontracts corresponding in all respects to the proposed agreements listed on its SUMMARY: M/WBE SUBCONTRACTORS PARTICIPATING (including authorized substitutions). Upon approval by SDOP, the Contractor shall execute the subcontracts.

2. Disapproved or Excused

The Director of Procurement & Warehousing Services, together with SDOP, retains the right to disapprove any subcontract with an M/WBE Subcontractor proposed under this Provision. If the Director, Procurement & Warehousing Services disapproves a subcontract for reasons relating to its form, the same M/WBE Subcontractor shall be allowed to resubmit his proposal for the same work and at the same price, in a form acceptable to the Director of Procurement & Warehousing Services. If the Director of Procurement & Warehousing Services disapproves a subcontract for any other reason, or if an M/WBE Subcontractor fails to follow through on its Letter of Intent, the awarded Contractor shall be excused from proposing that subcontract and shall proceed with a substitution of M/WBE Subcontractor as prescribed in Paragraph 6(B) following:

B. Substitution of M/WBE Subcontractors:

1. Excused from Entering Subcontracts: If, prior to execution of a subcontract required by this Article, the Contractor submits a written request to the Director, Procurement & Warehousing Services and demonstrates to the satisfaction of the Director, Procurement & Warehousing Services that, as a result of a change in circumstances beyond its control, of which it was not aware, and could not reasonably have been aware prior to the issuance of a Notice to Proceed, an M/WBE Subcontractor who is to enter into such subcontract has not qualified, or the M/WBE Subcontractor has unreasonably refused to execute the subcontract, the Contractor shall be excused from executing such contract with that subcontractor, who will be replaced with another acceptable Certified M/WBE Subcontractor, if possible (or available).
2. Termination of Subcontracts: If, after execution of a subcontract required by this Article, the Contractor submits a written notice to the Director, Procurement & Warehousing Services that such subcontract has committed and failed to remedy a material breach of the subcontract, the Contractor may proceed to exercise such rights as may be available to terminate the subcontract.
3. Alternative Subcontracts: If the Contractor is excused from proposing a subcontract under Section 6(B)(1) or rightfully terminates a subcontract under paragraph 6(B)(2) and without such subcontract the successful Contractor will not achieve the level of M/WBE Subcontractor participation upon which the Notice to Proceed was issued, the Contractor shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by other Certified M/WBE Subcontractor(s) for a contract price for such work equal to or less than the price originally scheduled for such work (less all amounts previously paid thereof).
4. Compliance with Contract Goal: The Contractor shall be deemed to be in continued compliance with the established goal for M/WBE Subcontractor Participation if, following the situation described in paragraph 6(B)(3):
  - a. The Contractor shall propose and enter each such alternative subcontract for the same work with an M/WBE Subcontractor.
  - b. The Contractor demonstrates to the satisfaction of SDOP and the Director, Procurement & Warehousing Services that it has made every reasonable effort to contact and negotiate with M/WBE Subcontractors in an attempt to comply with W/MBE requirements.
  - c. In spite of Contractor's best efforts, it was unable to subcontract the work because M/WBE Subcontractors were not qualified, unavailable, unwilling or unable to propose a price for such work equal to or less than the price originally scheduled for such work (less all amounts previously paid thereof).

5. Monthly Monitoring Report:

- a. The Contractor holding a contract containing M/WBE participation goals is required to submit a monthly M/WBE Contractor/Subcontractors Utilization Report (Document 00485) with their monthly report and invoice. Forms can be obtained from SDOP.

C. Non-Compliance with Contract Goal:

1. Should the Contractor fail to comply with the provisions of Paragraph 6(B)(5)(a), it shall be considered in default of its Contract.

**End of Document**



**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351 (754) 321-0505**

**Document 00470: Letter of Intent: M/WBE  
Subconsultant/Subcontractor Participation**

Project No:  
Project Title:  
Facility Name:

**To:** \_\_\_\_\_  
(Bidder's Firm Name)

The undersigned intends to perform the work for the above named project as (check one):

- Individual     Partnership     Corporation     Joint Venture\*  
\*(Note: If a joint venture, attach letterhead or other documentation providing relationship.)

The undersigned is certified as an M/WBE by The School Board of Broward County, Florida's Supplier Diversity & Outreach Program Office:  
 Yes     No

**Participation**

The undersigned intends to perform the following Work in connection with the project listed above:

Item No.	Work (Spec No.)	Contract/Trade Items	Amount:	or	Percent of Work:
1.			\$		%
2.			\$		%
3.			\$		%
4.			\$		%
5.			\$		%
<b>Continue on reverse if necessary</b>			<b>Total:</b>	<b>\$</b>	<b>%</b>

Total time estimated to complete this Work, depending on the arrangement of the entire Project Schedule is: \_\_\_\_\_ consecutive calendar days.

**Submitted By:**  
**PRIME:**

Company Name &  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

**SUB:**

Company Name &  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

Date: \_\_\_\_\_

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**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351 (754) 321-0505**

**Document 00475: Summary: M/WBE  
Subcontractors Participating**

Project No.,	<b>Total Bid</b>
Location No.:	
Project Title:	(Base + Alt's.): \$ _____
Facility Name:	

**To: The School Board of Broward County, Florida**

The M/WBE Subcontractor Firms listed below have agreed to participate in this project for the Contract (Trade) Item and the dollar amounts shown. A copy of Document 00470, Letter of Intent: M/WBE Subcontractor Participation for each M/WBE Subcontractor is attached.

Those subcontractors represented to me as M/WBE Certified by the Supplier Diversity & Outreach Office are noted. Also noted are those subcontractors not presently certified but representing themselves as M/WBE qualified for Certification. For those subcontractors, an Identification Statement is attached to their respective Document 00470, Letter of Intent: M/WBE Subcontractor Participation.

Subcontractor	M/WBE Certified	Contract/Trade Items	Amount:
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$

Continue on reverse if necessary

**Total: \$** \_\_\_\_\_

**Percentage of Total Bid (Base Bid + Alternates):** \_\_\_\_\_ %

**Submitted By:**

Company Name &  
Address:

Phone:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351 (754) 321-0505

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**Document 00480: Unavailability Certification:  
M/WBE Subcontractors Participating**

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Project No.,  
Location No.:  
Project Title:  
Facility Name:

---

**To: The School Board of Broward County, Florida**

The following Certified M/WBE Subcontractors were invited to submit a proposal but declined to participate in the Work associated with the Project listed above.

<b>Work (Spec No.)</b>	<b>Contract/Trade Items</b>	<b>M/WBE Subcontractor</b>	<b>Date Contacted</b>	<b>Name of Contact</b>

**Certification**

I certify that the preceding statements are true.

**Submitted By:**

Company Name &  
Address:

Phone:

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

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**The School Board of Broward County, Florida**  
**Procurement & Warehousing Services Department**  
**7720 W. Oakland Park Blvd., Suite 323**  
**Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00485: Monthly M/WBE Subcontractors Utilization Report**

Project No.,  
 Location No.:  
 Project Title:  
 Facility Name:

**Date Submitted:** \_\_\_\_\_

**Reporting Period:** From: \_\_\_\_\_ To: \_\_\_\_\_

**M/WBE % Goal:** \_\_\_\_\_ %

**This report is required by The School Board of Broward County, Florida. Failure to comply may result in The School Board of Broward County, Florida commencing proceedings to impose sanctions on the Contractor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.**

**Contractor's Information**

Pre-Construction Conference	Contract Amount	Change Order	Minority/Women Goal	Date of Notice To Proceed	Scheduled Substantial Completion Date	Date Completed

**Minority/Women Business Enterprise Subcontractor's Opportunities**

Name of Subcontractor	Subcontract Amount	Work Description	Amount Drawn Subcontract	Amount Paid To Date	Start Date	Scheduled Completion Date	M/WBE Current Status (Active/Terminated)

**Submitted By:**

Company Name &  
Address:

Phone:  
FAX:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**For M/WBE Office Use Only**

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**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00505: Notice of Intent**

**Date:**

**To:**

Company Name  
& Address:

**Pick Up :**

**NOTE TO CONTRACTS STAFF: PREPARE AND EXECUTE THE NOTICE OF INTENT 72 HOURS AFTER THE BID TABULATION HAS BEEN POSTED PUBLICLY AND DELETE THIS NOTE PRIOR TO DEPUTY SUPERINTENDENT SIGNING.**

**(Note: The Procurement & Warehousing Services Department will assign one of the below recommendations reflecting the publicly posted recommendation.)**

1. Please be advised that we will recommend to The School Board of Broward County, Florida, at its meeting on \_\_\_\_\_ that a contract be awarded to your firm for the project named below in the amount of \_\_\_\_\_.
2. Please be advised that we will recommend to The School Board of Broward County, Florida, at its meeting on \_\_\_\_\_, that all Bids be rejected.

Project No.,       ITB# 17-134C  
 Location No.:     Various Locations  
 Project Title:     Construction Services Minor Projects (CSMP) – Roofing Contractor  
 Facility Name:     Various Facilities

Pursuant to Document 00200, Instructions to Bidders, the contract must be executed by your firm in quadruplicate (with submittal of four copies of the required performance and payment bonds, certificates of insurance, and other post-award information listed below) within 20 calendar days from the date of your receipt (as established by delivery receipts or registered mail) of the Notice of Award (Document 00510).

This Notice of Intent, if awarded, is provided to you to facilitate and expedite the formal award and execution of your contract.

Attached to this Notice of Intent, if awarded, you will find copies of the following documents:

<b>Number</b>	<b>Document Title</b>
00520	Agreement Form
00600	Performance Bond Form
00610	Payment Bond Form
00700	Insurance Requirements Summary

The following documents are required in the bidding documents and must be executed and submitted in order to process your contract:

<b>Number</b>	<b>Document Title</b>
00425	Certificate of Intent
00433	Subcontractor List
00450	Request for Taxpayer Identification Number and Certification
00455	Background Screening of Contractual Personnel
01320	Initial Construction Schedule including phasing and durations according to the contract requirements. Shortened completion times or out of sequence schedules are unacceptable
00470	M/WBE Letter of Intent
00475	M/WBE Subcontractors Participating
00480	Unavailability Certificate (If necessary)
00620	Subcontractor Performance Bonds
00625	Subcontractor Payment Bonds
00700	Estimated Progress Payment schedule and Dollar/Time Graph (Article 9)
00700	Insurance Certificates indicating compliance with all coverage requirements including but not limited to General Liability, Auto Liability, Worker Compensation, Products/Completed Operations Liability, Professional Liability (If required), Builders Risk, and including listing The School Board of Broward County, Florida as additional insured.
00700	Article 26 – Workforce Composition Documentation Copies of Contractor and Subcontractor Licenses
01330	Submittal Schedule

The Agreement Form, Performance Bond Form and Payment Bond Form attached to this Notice of Intent, if awarded, are to be executed in quadruplicate by your surety. Please ensure that the corporate name appearing on each of the Agreement Form, Performance Bond, Payment Bond, and the Certificates of Insurance are precisely the same as that appearing on your corporate seal. Additionally, the dates appearing on the Agreement Form, Performance Bond and the Payment Bond (and the separate Power of Attorney documents attached to each of the Performance Bonds, Payment Bonds and Agreement Forms) must be the date of the meeting that The School Board of Broward County, Florida considers the Award of Contract as indicated above. Please be advised that all costs, if any, incurred by the contractor with providing these required documents shall be borne by the contractor. In the event that the Board does not award the contract, all documents shall be returned to the contractor.

The required insurance coverage and subcontractor bonds are included in Document 00700. These documents must be submitted as indicated below.

Other post-award submittals as listed above and otherwise required by **Article 11 of Document 00200, Instructions to Bidders**, should be delivered in quadruplicate to the Procurement & Warehousing Services Department not later than 20 days from the date of your receipt of Notice. The Owner will not issue a Notice to Proceed (NTP) or conduct the Preconstruction Conference until it has received, reviewed and approved (where specified) all post-award submittals. No extensions of contract time or sum shall accrue to the Contractor for any such failure of the Contractor to submit said post-award submittals.



The project site will be made available to you, and your contract will commence after the formal contract signing, signature of the Contract by the Chairperson and Secretary of The School Board of Broward County, Florida and your receipt of Document 00550, Notice to Proceed.

Submit your documents to Shari Francis, Purchasing Agent III, Procurement & Warehousing Services. If you have any questions concerning the attached documents or other matters related to the execution of the contract, please contact Shari Francis, Purchasing Agent III, Procurement & Warehousing Services at (754) 321-0505. We are looking forward to working with your Firm towards a successful and rewarding project.

Sincerely,

Mary C. Coker  
Director, Procurement & Warehousing Services

**Attachments:**

- Document 00520, Agreement Form (Four Copies of Signature Pages Only)
- Document 00600, Performance Bond Form (Four Copies)
- Document 00610, Payment Bond Form (Four Copies)

**Copies:**

- Principal
- Leo Bobadilla Jr., Chief Facilities Officer
- Shelley Meloni, Pre-Construction
- Frank Girardi, Director, Construction
- Project Manager
- Project File

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**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00510: Notice of Award**

**Date:**

**To:**

Company Name  
& Address:

**Pick Up: :**

Please be informed that by action of The School Board of Broward County, Florida, at its meeting on \_\_\_\_\_ a contract has been awarded to you for the project named below in the amount of \_\_\_\_\_.

Project No.,       ITB# 17-134C  
Location No.:     Various Locations  
Project Title:     Construction Services Minor Projects (CSMP) – Roofing Contractor  
Facility Name:    Various Facilities

Pursuant to Document 00200, Instructions to Bidders, the contract must be executed in quadruplicate by your firm (with submittal of executed signature pages in quadruplicate, the required performance and payment bonds in quadruplicate, certificates of insurance, and other post-award information listed below in quadruplicate) within 20 calendar days from the date of your receipt (as established by delivery receipts or registered mail) of this Notice of Award.

Your office will be contacted if a formal contract signing ceremony is necessary which will take place at:

**Procurement & Warehousing Services  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, FL 33351  
Tel: (754) 321-0505  
Fax: (754) 321-0534**

If your firm is a Corporation, please ensure that your corporate President and Secretary attend the contract signing ceremony and have your corporate seal available for executing the contract documents.

The following documents are required in the bidding documents and must be executed and submitted in order to process your contract:

<b>Number</b>	<b>Document Title</b>
00425	Certificate of Intent
00433	Subcontractor List
00450	Request for Taxpayer Identification Number and Certification
00455	Background Screening of Contractual Personnel

- 00435 Schedule of Values
- 00470 M/WBE Letter of Intent
- 00475 M/WBE Subcontractors Participating
- 00480 Unavailability Certificate (If necessary)
- 00620 Subcontractor Performance Bonds
- 00625 Subcontractor Payment Bonds
- 00700 Estimated Progress Payment schedule and Dollar/Time Graph (Article 9)
- 00700 Insurance Certificates indicating compliance with all coverage requirements including but not limited to General Liability, Auto Liability, Worker Compensation, Products/Completed Operations Liability, Professional Liability (If required), Builders Risk, and including listing The School Board of Broward County, Florida as additional insured.
- 00700 Article 26 – Workforce Composition Documentation  
Copies of Contractor and Subcontractor Licenses
- 01320 Initial Construction Schedule including phasing and durations according to the contract requirements. Shortened completion times or out of sequence schedules are unacceptable
- 01330 Submittal Schedule

The Agreement Form, Performance Bond Form and Payment Bond Form provided to you on \_\_\_\_\_ are to be executed by your surety in quadruplicate. Please ensure that the corporate name appearing on each of the Agreement Form, Performance Bond, Payment Bond, and the Certificates of Insurance are precisely the same as that appearing on your corporate seal. Additionally, the dates appearing on the Agreement Form, Performance Bond and the Payment Bond (and the Power of Attorney documents attached to these bonds) must be the date of the meeting that The School Board of Broward County, Florida approved the Award of Contract as indicated above.

The required insurance coverage and subcontractor bonds are included in Document 00700. These documents must be submitted as indicated below.

Other post-award submittals as listed above and otherwise required by **Article 11 of Document 00200, Instructions to Bidders**, should be delivered to the Procurement & Warehousing Services Department not later than 20 days from the date of your receipt of this Notice. The Owner will not issue a Notice to Proceed (NTP) or conduct the Preconstruction Conference until it has received, reviewed and approved (where specified) all post-award submittals. No extensions of contract time or sum shall accrue to the Contractor for any such failure of the Contractor to submit said post-award submittals.

The project site will be made available to you, and your contract will commence after the formal contract signing, signature of the Contract by the Chairperson and Secretary of The School Board of Broward County, Florida and your receipt of Document 00550, Notice to Proceed.

**Submit the required documents to:**

**Shari Francis, Purchasing Agent III  
Procurement & Warehousing Services  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, FL 33351**

If you have any questions concerning the attached documents or other matters related to the execution of the contract, please contact Shari Francis at (754) 321-0505. We are looking forward to working with your Firm towards a successful and rewarding project.

Sincerely,

Mary C. Coker  
Director, Procurement & Warehousing Services

**NOTE TO PROCUREMENT STAFF: RETURN BID SECURITY TO ALL UNSUCCESSFUL BIDDERS AND DELETE THIS NOTE PRIOR TO THE DIRECTOR, PROCUREMENT & WAREHOUSING SERVICES SIGNING.**

**Copies:**

- Principal
- Leo Bobadilla Jr., Chief Facilities Officer
- Shelley Meloni, Pre-Construction
- Frank Girardi, Director, Construction
- Project Manager
- Project File

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**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

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**Document 00520: Agreement Form**

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**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_ by and between

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

(Hereinafter referred to as "**Owner**" and

(Hereinafter referred to as "**Contractor**").

**WHEREAS**, it is agreed that this Agreement is an "Open End" Agreement in that the Owner will from time to time during the term of this Agreement require services, which may include labor, materials, and/or services from the Contractor on various projects; and

**WHEREAS**, rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement; and

**WHEREAS**, the terms and conditions of this Agreement shall govern each of the individual Projects for which the Contractor is properly authorized to perform; and

**WHEREAS**, the Contractor is desirous of performing the Work in accordance with the Contract Documents and all applicable laws, codes and ordinances.

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to Contractor, the parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.01 **The Chief Facilities and Construction Officer** – An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Referred to hereinafter as the Chief.
- 1.02 **Owner** –The School Board of Broward County, Florida (SBBC). The School Board of Broward County, Florida, through its Board, which is the entity authorized to approve Agreements, changes in the Scope of Work, change orders, fees, final acceptance of the project and final payment.
- 1.03 **Owner's Representatives** – The Chief or designee.
- 1.04 **Contractor** – Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery method, for the performance of any work as directed by the Owner on the Work covered by the Contract.
- 1.05 **Project Consultant** – The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects,

engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of the contract or Agreement.

- 1.06 **Project Manager** – An employee of The School Board of Broward County, Florida, (SBBC) who is designated by the Chief to manage or provide direct interface with the Contractor, or Project Consultants, with respect to the Owner’s responsibilities, May be a Project Manager I, II, III, or a combination of Project Managers based on the complexity and size of the Project.
- 1.07 **Project** – The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the Project identified in the project manual and as contemplated by the Owner’s approved Scope of Work and budget.
- 1.08 **Phase** – A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion. A Phase may be designated for completion by the Owner’s own forces or by other contractors.
- 1.09 **Punch List** – A list of items or work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.
- 1.10 **Subcontractor** – A person or entity other than a material man or laborer who enters into a Contract with a Contractor for the performance of any part of the Work. The term “Subcontractor” is referred to throughout the Construction Documents as if singular in number and means a Subcontractor or authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contract or subcontract with the Owner.
- 1.11 **Fixed Limit of Construction (FLCC)** – Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value budgeted by the Owner for construction of the Project.
- 1.12 **Submittals** – Are prepared by the Contractor or those working on its behalf (subcontractors, material suppliers, and others) to illustrate how a particular aspect of the Work is to be fabricated and installed. The Contractors 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, certification and other types of information described in the specifications.
- 1.13 **Substantial Completion** – The term Substantial Completion as used herein, shall mean that point at which, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy of the Work performed, by the Contractor and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated



damages for each Phase. Occupancy may not be the sole factor in determining whether Substantial Completion has been achieved.

- 1.14 **Subconsultant** – A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Project Consultant to furnish professional services to the project.
- 1.15 **Superintendent or Contractor and/or Contractor’s Project Manager** – An English-speaking executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.
- 1.16 **Superintendent of Schools** – The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.
- 1.17 **Surety** – The entity which is bound by the Payment and Performance Bonds with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for its payment of all debts pertaining thereto.
- 1.18 **Building Code Inspector and Plans Examiners (BCI)** – 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 as a BCI by the State of Florida Department to provide plan review and inspections for code compliance. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager, Project Consultant and Contractors under contract with the Owner.
- 1.19 **Scope of Work** – The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The work may constitute the whole or a part of the Project or Services.
- 1.20 **Written Notice** – Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery services to the last business address known to the entity serving notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.
- 1.21 **Notice to Proceed (NTP)** – Issued by the Owner’s representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP include and incorporates

the Schedule of Values Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

- 1.22 **Senior Project Manager** – An employee of the Owner referred to hereinafter as the “SENIOR PM” and who is the direct Supervisor of the Project Manager.
- 1.23 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Chief requesting an estimate for a specific Project.
- 1.24 **Schedule of Values Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing estimate Lump Sum Proposal estimate for a specific Project.
- 1.25 **Estimating Recap Form** – A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Schedule of Values Sheet for a specific Project.
- 1.26 **RS Means Facilities Construction Cost Data** – The document published by RS Means, A division of Reed Construction Publishers and Consultants, 700 Longwater Drive, Norwell MA, 02061, USA., referenced in the Agreement that is utilized to evaluate Lump Sum Proposals and additional work and/or Change Orders documents.
- 1.27 **RS Means Costworks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data.
- 1.28 **Contract Documents** – Collectively those documents which define the Scope of Work and ow such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to this Agreement and associated Bid Documents, Construction Documents, Notice to Proceed, Addendum and other revisions to the Construction Documents, and Supplemental Conditions to the Contract and Construction Documents.

## **ARTICLE 2. CONTRACTOR’S RESPONSIBILITES**

### **Representations:**

- 2.01 As to all labor, materials and/ or services provided pursuant to this Agreement, the Contractor shall furnish such labor, materials and/ or services by or under the supervision of persons licensed, as applicable in Florida, in compliance with Ch. 489, F.S., Florida Building Code, and any and all applicable codes, laws and ordinances as amended. The Contractor shall only Subcontract work it is not licensed to perform. The Contractor shall self-perform the majority of the Work of this Agreement.
- 2.02 All construction services and associated products or instruments of those services provided by the Contractor shall: (A) be in accordance with all applicable codes as amended, including but not limited to, Florida State Board of Education Regulations. Chapter 6A-2 .0 III (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities (SREF) and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner's

Representative or designee serving as the interpreter of the intent and meaning of SREF or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party.

- 2.03 The Contractor's work shall conform to Owner's specifications including but not limited to, plans and specifications, Owner's Design and Materials Standards, Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.
- 2.04 The Contractor must comply with the Owner's M/WBE goals as set forth by the Owner in the Bid Document for Construction Services Minor Projects.

### **ARTICLE 3. THE OWNER'S RESPONSIBILITIES**

- 3.01 Information, Documents and Services Furnished: The Owner shall provide such information, documents, plans and specifications regarding requirements for the Project as is reasonably necessary to complete the work.
- 3.02 Owner Furnished Items: When documents, services, or other materials furnished by the Owner for the Contractor's use are deemed by the Contractor as inappropriate, inaccurate, or otherwise unreasonable, the Contractor shall notify the Owner of its opinion within 48 hours in writing immediately upon discovery of same. Failure of the Contractor to so notify the Owner shall result in the Contractor's being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, extensions of time/ delay damages or other compensation related to the use of Owner furnished materials.
- 3.03 Project Management:**
- 3.03.01 The Chief or designee shall act on behalf of the Owner in all matters pertaining to this Agreement, and shall approve all Notices to Proceed to the Contractor and all invoices for payment to the Contractor.
- 3.03.02 **Non-Conforming Work:** If the Owner (by way of BCI's or other Owner personnel) observes or otherwise becomes aware of any fault or defective work in the Project, or other non-conformance with the Contract Documents during the construction phases, the Owner shall give prompt notice thereof to the Contractor. However, whether the Owner observes a defect or not, it is the Contractor's duty and responsibility to determine whether its work is defective, faulty, or not in compliance with the Contract Documents. If the Contractor determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Contractor shall advise the Owner in writing, and make recommendations to the Owner concerning correction of the work and require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the work is defective, faulty or not in compliance with the Contract Documents shall be determined by the Owner's Representative.

**ARTICLE 4. BASIS OF COMPENSATION**

4.01 The **negotiated** Single Fixed Multiplier herewith incorporated into this Agreement serves as the same or lower Fixed Multiplier submitted by the low bidder and is utilized to evaluate the Contractor’s Lump Sum Proposal, additional work, and Change Orders.

**BASE BID: TABLE A**

Work Category	Item No. X	
Roofing Contractor	Single Fixed Multiplier (SFM)	(#.##)
	Contract Amount	\$
	Renewable Amount	\$

4.01.01 The Contract amount and Time for Completion for each project shall be identified in the Notice to Proceed. The Contract amount for each project shall be the approved Lump Sum Proposal amount Multiplier.

4.02 **Reimbursements:**

4.02.01 Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, builder’s risk insurance, Owner’s I.D. badges and permitting fees only with the prior written approval of the Owner’s Representative. This reimbursement shall be based on an actual cost and supported by documentation as required by the Owner’s Representative. **(Reimbursements are not subject to Single Fixed Multiplier.)**

4.03 **Estimates:**

4.03.01 Estimates shall be in the form of the Estimating Recap Form and Schedule of Values Sheet. Estimates shall include and be based upon all of the Work included in the Contract Documents and detailed in the Scope of Work Estimates will be in a form deemed suitable by the Owner’s Representative, as indicated in the Estimating Order from Work.

4.04 The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Schedule of Values Sheet shall be submission the Lump Sum Proposal.

4.05 The Owner’s Representative reserves the right to reject a Contractor’s lump sum proposal based on inconsistencies on the Contractor’s part and/or if it is determined that the lump sum proposal exceeds the RS Means cost prepared by the Owner’s Representative or designee utilizing the Single Fixed Multiplier in Table A. The Contractor has the obligation to confirm the Work shown in the Contractor’s proposal is consistent and complete with respect to the Construction Documents proposals. The Owner has the right to require the Contractor to provide additional documentation such as sketches, drawings or plans as necessary. The Owner also

reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

- a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.
- b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.
- c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.
- d. Tools and equipment with an individual cost of \$500 or less.
- e. Cell phone charges in excess of \$100 per authorized employee as approved by the Owner.
- f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.
- g. Overtime charges not previously authorized in writing by the Owner.
- h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

#### **ARTICLE 5. ESTIMATING ORDER**

- 5.01 The Chief shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Schedule of Values Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Schedule of Values without an Estimating Order. The Estimating Order and the attachments will describe the extent of the Work to be performed by the Contractor. Descriptions may be written by sketch or by drawing. Each Estimating Order and attachments will give the location where work is to be performed and whether or not work may be performed during regular working hours. Each Estimating Order shall describe the requirements for submittals. Submittals may include certificates, shop drawings, manufacturer's literature, data, test reports and/ or other documents that provide required information on the material and/ or equipment.
- 5.02 Each Estimating Order shall be acknowledged within the time specified on the Estimating Order by the Contractor's submittal of the Estimating Recap Form, Schedule of Values Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Schedule of Value Sheet and other documents will be reviewed by the Project Manager and, if found to be acceptable by the Project Manager, the Notice to Proceed will be presented to the Contractor for approval. The Notice to Proceed shall be signed as Approved by the Chief Facilities & Construction Officer or Designee(s).
- 5.03 If, after initial review of the Estimating Recap Form, Schedule of Values Sheet and

any other documents submitted by the Contractor to the Project Manager, the Notice to Proceed cannot be signed, an extended review period may be initiated.

- 5.04 The Notice to Proceed shall indicate the Purchase Order number and line number and shall be provided to the Contractor once fully executed by the Office of Facilities and Construction.

#### **ARTICLE 6. PURCHASE ORDERS**

- 6.01 No work shall be performed until a written Purchase Order with the appropriate "line number" has been issued by the Purchasing Department together with a fully executed Notice to Proceed. The "Start Date" will be shown on the Notice to Proceed. **ANY WORK PERFORMED BY THE CONTRACTOR PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN NOTICE TO PROCEED AND PURCHASE ORDER SHALL BE AT THE CONTRACTOR'S OWN RISK.**
- 6.02 The date for commencing work (Start Date) shall not be more than ten (10) calendar days from the start date stated on the Notice to Proceed, unless previously agreed to in writing by the Contractor and Project Manager. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, shall be reported in writing to the Project Manager within the time specified in Document 00700, General Conditions of the Contract.
- 6.03 The Work shall be defined by the Notice to Proceed, Estimating Recap Form, Schedule of Values Sheet, Construction Documents, Estimating Order and attachments.
- 6.04 The Contractor shall not be entitled to costs exceeding the Lump Sum Proposal for Work included in the Construction Documents.
- 6.05 The Contractor shall not be entitled to additional costs in the event it claims it omitted costs for Work included in the Construction Documents.
- 6.06 The District is not required nor obligated to issue purchase orders or execute any Construction Services under the contract.

#### **ARTICLE 7. PAYMENTS TO THE CONTRACTOR**

- 7.01 Payment shall be made according to Documents 00800 and 01290 incorporated herein by reference.
- 7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, inspections, testing, forms and documents required by Owner have been provided by Contractor to the Project Manager. The Owner retains the right to withhold payment from the Contractor for non-performance of the Contract during any phase or portion of the Project in accordance with the Florida Local Government Prompt Payment Act.
- 7.01.02 The Contractor shall submit a certificate for payment in the form provided in Document 01290.

- 7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.
- 7.01.04 Payments are due and payable in accordance with the Florida Local Government Prompt Payment Act.
- 7.01.05 Reimbursables: Payment for Reimbursables may be requested monthly (from the Owner's standard invoice format) in proportion to the services performance. When such services are authorized, the Contractor shall submit for application by the Project Manager, a duly certified invoice, attaching to the invoice all supporting data for payments made to vendors / suppliers engaged on the project. The Contractor shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner; time sheets for any reimbursable labor, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.

#### **ARTICLE 8. INDEMNIFICATION CLAUSE**

- 8.01 See General Conditions, Document 00700 as amended.

#### **ARTICLE 9. INSURANCE**

- 9.01 Supplemental Insurance Requirements:
  - 9.01.01 Refer to General Conditions of the Contract, Document 00700, Article 42, Contractor's Insurance for specific requirements
  - 9.01.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars (\$200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars (\$200,000) or more, and shall be with a surety insurer authorized to do business in Florida and complying with Section 255.05, F.S., as amended. The cost for a required bond shall be reimbursable to the Contractor at the actual amount invoiced without application of any multiplier.
  - 9.01.03 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
  - 9.01.04 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.

- 9.01.05 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 9.01.06 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations, including punch list and warranty requirements, are completed or expire.

## **ARTICLE 10. GENERAL PROVISIONS**

### **10.01 Performance:**

- 10.01.01 Performance and Delegation: The services to be performed hereunder shall be performed by the Contractor's staff, unless otherwise approved in writing by the Owner's representative. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

### **10.02 Term of Agreement:**

- 10.02.01 The term of this Agreement shall be for three (3) years from the date of award, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final approval of The School Board of Broward County, Florida, be extended for two additional one-year period and/ or the amounts designated for extension in Article 4.01, Table A, herein. The Owner, through its Office of Facilities and Construction, shall if considering an extension, request a letter of intent to extend from the Contractor, prior to the end of the current Agreement term. The Contractor will be notified when the recommendation has been acted upon by the School Board. The **Single Fixed Multiplier** agreed to herein shall apply for the term of this Agreement and any extension.
- 10.02.02 No single Project shall exceed a \$2,000,000 FLCC unless the project costs exceeds \$2,000,000 due to unforeseen circumstances relating to construction. Additionally, the Agreement shall also expire when the total value of work awarded reaches the Contract amount and any approved extension amount specified in Article 4.01, Table A.

### **10.03 Time for Contractor's Performance:**

- 10.03.01 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.
- 10.03.02 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

### **10.03.03 Liquidated Damages for Substantial Completion:**



10.03.03.01 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

10.03.03.02 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.

10.03.03.03 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

10.04 **Time Extensions:**

10.04.01 A reasonable extension of time for completion of various aspects may be granted by the Owner's Representative in writing should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Contractor for additional or extra compensation. Under no circumstances shall the Contractor be entitled to additional compensation or payment as a result of or relating to delays on the Project.

10.04.02 Refer to 00700 General Conditions, Article 32, claims by contractor and no Damage for Delay provisions.

10.05 **Substantial Completion:**

10.05.01 When the Contractor believes that Substantial Completion has been achieved, the Contractor shall notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereof) is appropriately ready for a Substantial Completion Inspection.

10.05.02 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project

Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.

10.05.03 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

10.06 **Final Completion:**

10.06.01 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a final inspection, the Contractor shall notify the Project Consultant. in writing. The Project Consultant will then determine whether the Work (or portion thereof) is appropriately ready for a Final Completion Inspection.

10.06.02 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.

10.06.03 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entitles, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

10.07 **Liquidated Damages for Final Completion:**

10.07.01 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:

Dollars \$ 500

per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

~~10.07.02 In the event the Project involves more than one phase; the final completion date and liquidated damages amount for each phase shall be as follows:~~

Phase	_____ Dollars	\$ _____
Phase	_____ Dollars	\$ _____
Phase	_____ Dollars	\$ _____

- 10.07.03 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.
- 10.08 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner, in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:
- 10.08.01 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
- 10.08.02 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;
- 10.08.03 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;
- 10.08.04 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.
- 10.08.05 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are incomplete. As set forth in Article 10.07.03 of Article 10 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete Work must finally be complete.
- 10.09 **TIME AND DELAYS**
- 10.09.01 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 10.09.02 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 10.09.03 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any

act or omission of Contractor in completion of the Project within the time specified above.

- 10.09.04 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 10.09.05 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
  - 10.09.05.1 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.
  - 10.09.05.2 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
  - 10.09.05.3 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
  - 10.09.05.4 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
  - 10.09.05.5 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
  - 10.09.05.6 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
  - 10.09.05.7 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.
  - 10.09.05.8 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

10.10 **Termination of Agreement:**

10.10.01 If the Contractor defaults, fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days written notice to the Contractor and without prejudice to any other remedy available to the Owner, may make good such deficiencies and may deduct the cost thereof the expenses made necessary thereby, from the payment then or thereafter due to Contractor. Alternatively, at the Owner's option, and upon certifications by the Office of Facilities and Construction that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon, owned by the Contractor and may finish the work by whatever method the Owner may deem expedient. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner within 30 days of written demand.

10.10.02 The Contractor may terminate this Agreement only for a material breach of the Agreement and provided the Contractor has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then and in that event, the Contractor is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

10.10.03 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Contractor to comply with any of its material obligations under this Agreement. In such event, Contractor shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Contractor's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, and then it shall be deemed to be a termination for convenience.

10.11 **Termination for Convenience:**

10.11.01 If the Owner terminates this Agreement other than for cause as set forth above, Owner shall reimburse the Contractor for any unpaid Costs. Contractor expressly waives any claim for lost profits or other consequential damages. In the case of such a termination for convenience, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. Owner reserves the right to terminate for convenience in its sole discretion any project awarded to Contractor hereunder.

10.11.02 Whether or not this Agreement is so terminated, the Contractor shall be liable to Owner for any damage or loss resulting from such failure or violation by Contractor, including but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

10.12 **Contractor's Accounting Records and Right to Audit Provisions:**

10.12.01 Contractor's "records", as referred to in this contract, shall include, but not be limited to, any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing, invoices or claims submitted by the Contractor or its payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub- Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

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

10.12.03 Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to

discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

10.12.04 Contractor shall require all Sub-Contractors and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Agreement.

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

10.12.06 The Contractor must comply with public records laws. Florida State Statute 119.0701 requires that the Contractor keep, maintain and provide public access to public records. The Contractor shall ensure that public records that are confidential and exempt from public records disclosure are not disclosed, except as authorized by law. The Contractor shall be responsible for retaining public records and transfer, at no cost to the public agency, all public records in their possession upon completion or termination of the contract. Electronically stored records must be provided in a format compatible with the information technology systems of the public agency. Failure to comply with these provisions will constitute a breach of contract and will have financial consequences.

10.13 **Contract Documents:**

10.13.01 Owner shall retain ownership of all contract documents.

10.13.02 One (1) sets of plans will be provided to the Contractor as attachments to the Estimating Order. Contractor is responsible to have the SREF approved plans and a complete set of specifications on the job site at all times. As-built drawings shall be maintained by the Contractor with weekly review by the Project Manager. Contractor is required to submit as-built drawings to satisfy contract completion.

10.14 **Electronic Media:**

10.14.01 Where this Agreement or referenced provisions in the Contract require the Contractor to provide information or documents in either electronic or magnetic media, the preparation or format of that media shall conform to the Owner's Electronic Media Submittal Requirements.

10.15 **Attachments and References:**

10.15.01 This Construction Services Minor Projects Agreement, along with the Contract Documents consisting of the Agreement Form, M / WBE goals as set forth in the Bid, and the contractor's Bid. Estimating Order Sheet, Recap Cost Sheet, Purchase Order, Notice to Proceed, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after execution of the Contract, embody the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.16 **Extent of Agreement:**

10.16.01 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, and Addenda, along with Drawings, Specifications, and modifications issued after execution of the Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.

10.16.02 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

10.16.03 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

10.16.04 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.

10.16.05 This Agreement shall be governed by the laws of the State of Florida. Any litigation arising out of this contract shall have venue in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.17 **Strict Performance:**

10.17.01 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

10.18 **Prompt and Satisfactory Correction:**

10.18.01 The Owner, at its sole discretion, may direct the Contractor, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

10.19 **Successors and Assigns:**

10.19.01 The performance of this Agreement shall not be delegated or assigned by the Contractor without the written consent of the Owner.



10.19.02 The Contractor and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

**ARTICLE 11. PUBLIC ENTITY CRIME INFORMATION STATEMENT**

11.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Construction Manager, Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**ARTICLE 12. NOTICES**

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

<b>Party:</b>		<b>Address:</b>
Owner:	Superintendent of Schools The School Board of Broward County, Florida	600 SE Third Avenue Ft. Lauderdale, FL 33301 Attn: Robert W. Runcie
With Copies To:	Deputy Program Manager Office of Facilities and Construction The School Board of Broward County, Florida AND Director Procurement & Warehousing Services The School Board of Broward County, Florida	2301 NW 26th Street, Bldg 7 Ft. Lauderdale, FL 33311 Attn: Steve Ludwinski  Mary C. Coker Procurement & Warehousing Services Department 7720 W. Oakland Park Blvd. Suite 323 Sunrise, Florida 33351
Contractor:		
Surety:		
Surety's Agent:		

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

**ARTICLE 13. AUTHORITY PROVISION**

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

**ARTICLE 14. NON-DISCRIMINATION PROVISION**

14.01 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, age, religion, color, gender, national origin, marital status, disability or sexual orientation. See Article 50, Document 00700, General Conditions of the Contract.

**ARTICLE 15. CAPTION PROVISION**

15.01 The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

**ARTICLE 16. ASSIGNMENT PROVISIONS**

16.01 Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from The School Board of Broward County, Florida.

**ARTICLE 17. EXCESS FUNDS PROVISION**

17.01 Any party receiving funds paid by The School Board of Broward County, Florida under this Agreement agrees to promptly notify The School Board of Broward County, Florida upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgements under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

**In witness thereof**, the said Contractor, \_\_\_\_\_, and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

OWNER

CONTRACTOR

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

SEAL

SEAL

By: \_\_\_\_\_  
Rosalind Osgood,  
Chair

By: \_\_\_\_\_  
(Printed Name and Title)

Attest Secretary

Witness or Attest Secretary (Contractor)

\_\_\_\_\_  
Robert W. Runcie  
Superintendent of Schools

By: \_\_\_\_\_  
(Printed Name and Title)

Approved as to Form and Legal Content By:

\_\_\_\_\_  
Office of the General Counsel

**CONTRACTOR NOTARIZATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_,  
and, \_\_\_\_\_ of \_\_\_\_\_, on  
behalf of the Contractor.

\_\_\_\_\_, and, \_\_\_\_\_ are personally known to  
me or produced \_\_\_\_\_ as identification and did/did not first take  
an oath.

My commission expires:

(SEAL)

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary’s Commission No.

**SURETY ACKNOWLEDGMENT**

The Surety acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Contractor and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Contract, in the Payment and Performance Bonds.

**SURETY:**

\_\_\_\_\_  
\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_, on  
behalf of the Surety.

He/she is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath.

My commission expires:

(SEAL)

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary’s Commission No.

**END OF DOCUMENT**

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**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00545: NOTICE: Be Ready to Proceed**

**Date:**

**To:**

**Building Permit No.:**

**Company  
Name &  
Address:**

**Certified Mail RRR No.:**

This document constitutes your Notice: Be Ready to Proceed with the following Contract:

Project No.: ITB# 17-134C  
 Location No.: Various Locations  
 Project Title: Construction Services Minor Projects (CSMP) – Roofing Contractor  
 Facility Name: Various Facilities

You are hereby notified that the Contract Times as stated for this Contract will commence on the contract award date which will be the following:

\_\_\_\_\_

You are instructed to be ready to perform the obligations of the Contract on that date, with:

- A required performance period of \_\_\_\_\_ consecutive calendar days.
- Have all your permits and Bonds ready to commence work upon approval of the requirements of the contract.

A Pre-Construction Conference is scheduled for:

Time:  
 Date:  
 Place: **Procurement & Warehousing Services Department  
 7720 W. Oakland Park Blvd., Suite 323  
 Sunrise, FL 33351**

Please review the applicable sections of the Project Manual for further information regarding attendance and the agenda for the Pre-Construction Conference.

Additional Instructions relative to this Notice to be Ready follow below:

**Item Instruction**

- 1.
- 2.
- 3.
- 4.
- 5.

Your surety is being advised of this Notice: Be Ready to Proceed by copy of this document and its attachments. Your Bid Security is returned as an attachment to this Notice: Be Ready to Proceed.

If you have any questions concerning this Be Ready to Proceed, please contact the Project Manager indicated on Document 00002, Project Directory, found within the Project Manual for this contract and listed below.

Sincerely,

Mary C. Coker  
Director, Procurement & Warehousing Services Department

**Attachments:**

- Document 00520 Agreement Form
- Document 00600 Performance Bond
- Document 00610 Payment Bond
- Document 00800a Estimating Order
- Document 00800b Estimating Recap Form
- Bid Security Check or Bid Security Form

**Copies:**

- Principal
- Leo Bobadilla Jr., Chief Facilities Officer (With Copy of Performance and Payment Bonds)
- Chris Akagbosu, Director, Facility Planning and Real Estate
- Mary Coker, Director, Procurement & Warehousing Services
- Robert Hamberger, Chief Building Official
- Shelley Meloni, Director, Pre-Construction
- Frank Girardi, Director, Construction
- Project Manager (With Copy of Attachments)
- Pam Norwood, Capital Payments Review Supervisor
- Project Consultant (With Copy of Attachments)
- Surety
- Project File (With Original Attachments)
- Contract Set (With Original Attachments)
- File






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**Document 00550: Notice to Proceed (Construction)**

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**Date:**

**To:**

**Building Permit No.:**

**Company  
 Name &  
 Address:**

**Pick Up:**

---

This document constitutes your Notice to Proceed with the following Contract:

Project No.: ITB# 17-134C  
 Location No.: Various Locations  
 Project Title: Construction Services Minor Projects (CSMP) – Roofing Contractor  
 Facility Name: Various Facilities

You are hereby notified that the Contract Times for Construction as stated for this Contract will commence on the following date:

\_\_\_\_\_

You are instructed to start performing the obligations of the Contract on that date, with:

- A required performance period of \_\_\_ consecutive calendar days.
- A required Substantial Completion Date of \_\_\_ days.
- As otherwise delineated in the Agreement Form to which you were signatory.

A Pre-Construction Conference is scheduled for:

Time:  
 Date:  
 Place:

Please review the applicable sections of the Project Manual for further information regarding attendance and the agenda for the Pre-Construction Conference.

Additional Instructions relative to this Notice to Proceed follow below:

**Item Instruction**

- 1.
- 2.

Your surety is being advised of this Notice to proceed by copy of this document and its attachments. Your Bid Security is returned as an attachment to this Notice to Proceed.

If you have any questions concerning this Notice to Proceed, contact the Project manager indicated on Document 00002, Project Directory, found within the Project Manual for this contract and listed below.

Sincerely,

Mary C. Coker  
Director, Procurement & Warehousing Services Department

**Attachments:**

- Document 00520 Agreement Form
- Document 00600 Performance Bond
- Document 00610 Payment Bond
- Document 00450 W-9 Request for Taxpayer Identification Number and Certification
- Document 00455 Background Screening of Contractual Personnel
- Bid Security Check or Bid Security Form
- Building Permit
- Risk Management Approval and Certificate of Insurance
- Municipality Letter
- Prolog Entry

**Copies:**

- \_\_\_\_\_, Principal
- The Honorable, \_\_\_\_\_, Mayor (With Municipal Letter)
- Leo Bobadilla Jr., Chief Facilities Officer (With Copy of Performance and Payment Bonds)
- Chris Akagbosu, Director, Facility Planning and Real Estate
- Mary Coker, Director, Procurement & Warehousing Services
- Robert Hamberger, Chief Building Official
- Shelley Meloni, Director, Pre-Construction
- Frank Girardi, Director, Construction
- \_\_\_\_\_ Project Manager (With Copy of Attachments)
- Pam Norwood, Capital Payments Review Supervisor
- \_\_\_\_\_ Project Consultant (With Copy of Attachments)
- \_\_\_\_\_ Surety (With Copy of Attachments)
- Project File (With Original Attachments)
- Contract Set (With Original Attachments)
- Files



**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00600: Performance Bond Form**

Project No. &

Location No.:

Project Title:

Facility Name:

Facility Address:

Description of Project:

**KNOW ALL PERSONS BY THESE PRESENTS, that**

Address  
Phone

As Principal, and

Address  
Phone

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto the School Board of Broward County, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

	Dollars	\$	
(Written Amount)			(Figures)

good and lawful money of the United States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

**WHEREAS**, the above bounded Principal did on

enter into a Contract with the said The School Board of Broward County, Florida, a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

\_\_\_\_\_

To which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.

**WHEREAS**, it was one of the conditions of the award of said contract with The School Board of Broward County, Florida that these presents should be executed.

**NOW, THEREFORE**, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless School Board of Broward County, Florida against and from all costs, expenses, damages, injury, or that are imposed by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said Principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

In the event that the Principal shall fail to comply fully with, carry out and perform the terms and conditions of said specifications, proposal, plans, guarantees and contract documents therein referred to and made a part hereof, and the Surety shall have failed to correct such default(s) within a reasonable time after written demand by the Owner, the Owner shall be entitled to enforce any remedy against the Surety, available to the Owner. Such remedies shall include but not be limited to, the recovery of consequential damages for the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; such liquidated damages as the contract may provide; additional legal, design professional and delay costs resulting from the Principal's default and/or resulting from the actions or inactions or failure to act of the Surety; actual damages caused by delayed performance or non-performance of the Principal and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications.

Principal shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. Changes in the Construction Contract shall not release the surety. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Principal.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued or as provided by Florida Law, whichever is greater.

**IN TESTIMONY WHEREOF**, the Principal and Surety have caused these presents to be duly signed in quintuplicate, at Fort Lauderdale, Broward County, Florida, this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

**Principal:**

**By:** (Signature) \_\_\_\_\_

**SEAL**

**Surety:**

**By:** (Signature) \_\_\_\_\_

**SEAL**

**Address:** \_\_\_\_\_

**NOTE: PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA**

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**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00610: Payment Bond Form**

Project No. &  
Location No.:  
Project Title:  
Facility Name:  
Facility  
Address:

Description of Project:

**BY THIS BOND**, pursuant to Section 255.05, Florida Statutes,

We, \_\_\_\_\_, as Principal, located at <address>  
<phone> and \_\_\_\_\_, a corporation, as Surety,  
located at <address> <phone> are bound to The School Board of Broward County, Florida,  
herein called "Owner", in the sum of :

	Dollars	\$	
_____ (Written Amount)			_____ (Figures)

For the payment of which we bind ourselves, our heirs, personal representatives, successors,  
and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, services and/or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the contract dated,

\_\_\_\_\_ ,

between Principal and Owner for construction of the Project named above, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract referred to in paragraph 1 of this bond;

Then this bond is void; otherwise, it remains in full force and effect.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

**Claimants to this bond must adhere to the notice and time limitation provisions of Section 255.05(2), Florida Statutes.**

---

<b>Dated on:</b>	<b>Principal:</b>
_____	_____
	<b>By</b> (Signature)
	_____
	_____
	SEAL
	<b>Surety:</b>
	_____
	<b>By:</b> (Signature)
	_____
	As Attorney in Fact
	SEAL

**NOTE; THIS BOND SHALL BE POSTED BY THE PRINCIPAL AT THE PROJECT WORK SITE AT ALL TIMES. PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA**





**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00620: Subcontractor's Performance Bond**

**SUBCONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

**CONTRACTOR** (Name and Address):

**CONSTRUCTION CONTRACT:**

Project Title: \_\_\_\_\_  
 Project No. &  
 Location No.: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Consultant: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS**, that the Subcontractor, as Principal, and the Surety, a corporation duly authorized to transact business in the State of Florida, jointly and severally, bind themselves, their heirs, executors, administrators, successors, assigns, and legal representatives to the Contractor, for the performance of the Construction Contract listed above, which is incorporated herein by reference, in the sum of:

Written  
 Amount: \_\_\_\_\_ Dollars

Figures: \$ \_\_\_\_\_  
 Good and lawful money of the United States.

Signed and sealed at Fort Lauderdale, Florida, this \_\_\_\_ day of \_\_\_\_\_, A.D., **20**\_\_\_\_\_.

**THE CONDITION OF THIS BOND** is that if the Subcontractor:

1. Performs the Construction Contract between the Subcontractor and Contractor, the Contract made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Contractor all losses, damages, expenses, costs, and attorney's fees, including all appellate proceedings, that the Contractor sustains because of a default by Subcontractor under the Contract; and

3. Performs the guarantee and maintenance of all work and materials provided under the Contract for the time specified in the Contract, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, all in accordance with the laws and statutes of the State of Florida and particularly Section 255.05, Florida Statutes.

**SURETIES OBLIGATIONS:**

A. The Surety's obligation under this Bond shall arise after:

1. The Contractor has notified the Subcontractor and the Surety that the Contractor is considering declaring a Subcontractor Default and has requested and attempted to arrange a conference with the Subcontractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Contractor, the Subcontractor and the Surety agree, the Subcontractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Contractor's right, if any, subsequently to declare a Subcontractor Default; and
2. The Contractor has declared a Subcontractor Default and formally terminated the Subcontractor's right to complete the contract. Such Subcontractor Default shall not be declared earlier than twenty days after the Subcontractor and the Surety have received notice as provided in Subparagraph A.1; and
3. The Contractor has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Contractor.

B. When the Contractor has satisfied the conditions of Paragraph A, the Surety shall promptly and at the Surety's expense take one of the following actions:

1. Arrange for the Subcontractor, with consent of the Contractor, to perform and complete the Construction Contract; or
2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Contractor for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Contractor and the contractor selected with the Contractor's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Contractor the amount of damages as described in Paragraph D in excess of the Balance of the Contract Price incurred by the Contractor resulting from the Subcontractor's default; or
4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - a. After investigation, determine the amount for which it may be liable to the Contractor and, as soon as practicable after the amount is determined, tender payment there for to the Contractor; or
  - b. Deny liability in whole or in part and notify the Contractor citing reasons there for.

C. If the Surety does not proceed as provided in Paragraph B with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice

from the Contractor to the Surety demanding that the Surety perform its obligations under this Bond, and the Contractor shall be entitled to enforce any remedy available to the Contractor. If the Surety proceeds as provided in Subparagraph B.4, and the Contractor refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Contractor shall be entitled to enforce any remedy available to the Contractor.

- D. After the Contractor has terminated the Subcontractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph B.1, B.2, or B.3 above, then the responsibilities of the Surety to the Contractor shall not be greater than those of the Subcontractor under the Construction Contract, and the responsibilities of the Contractor to the Surety shall not be greater than those of the Contractor under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Contractor of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
1. The responsibilities of the Subcontractor for correction of defective work and completion of the Construction Contract;
  2. Additional legal, design professional and delay costs resulting from the Subcontractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph B; and
  3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Subcontractor.
- E. The Surety shall not be liable to the Contractor or others for obligations of the Subcontractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Contractor.
- F. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- G. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within the time provided by Florida Law after Subcontractor Default or within five years after the Subcontractor ceased working or within five years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**NOTICE:**

- A. Notice to the Surety, the Contractor or the Subcontractor shall be mailed or delivered to the addresses shown on the first page of this Bond.
- B. Faxed or other electronic transmission of Notice will not be allowed.

**DEFINITIONS**

- A. Balance of the Contract Price: The total amount payable by the Contractor to the Subcontractor under the Construction Contract after all proper adjustments have been made, including allowance to the Subcontractor of any amounts received or to be received by the Contractor in settlement of insurance or other claims for damages to which the Subcontractor is entitled, reduced by all valid and proper payments made to or on behalf of the Subcontractor under the Construction Contract.

- B. Construction Contract: The agreement between the Contractor and the Subcontractor identified on page 1 of this Bond, including all Contract Documents, addenda, change orders, modifications, and other changes thereto.
- C. Subcontractor Default: Failure of the Subcontractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- D. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to pay the Subcontractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**DUAL OBLIGEE**

The School Board of Broward County, Florida shall be deemed an additional and dual Obligee hereunder with all the rights and remedies available to the Contractor.

**IN WITNESS WHEREOF**, the Subcontractor has hereunder signed his (its) name and affixed his (its) seal, and the said Surety, a corporation as aforesaid has caused this bond to be executed by and through its offices and agents thereunto duly authorized this day and year first above written.

**APPROVED:**

\_\_\_\_\_ (Seal)  
Subcontractor (Principal)

\_\_\_\_\_ (Seal)  
Surety



**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00625: SUBCONTRACTOR'S PAYMENT BOND**

**SUBCONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

**CONTRACTOR** (Name and Address):

**CONSTRUCTION CONTRACT:**

Project Title: \_\_\_\_\_  
 Project No. & Location No.: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Consultant: \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS**, that the Subcontractor, as Principal, and the Surety, a corporation duly authorized to transact business in the State of Florida, jointly and severally, bind themselves, their heirs, executors, administrators, successors, assigns, and legal representatives to the Contractor, to pay for labor, materials and equipment provided for use in the performance of the Construction Contract listed above, which is incorporated herein by reference, in the sum of:

Written Amount: \_\_\_\_\_ Dollars

Figures: \$ \_\_\_\_\_  
 good and lawful money of the United States.

Signed and sealed at Fort Lauderdale, Florida, this \_\_\_\_ day of \_\_\_\_\_, A.D., **20**\_\_\_\_\_.

**THE CONDITION OF THIS BOND** is that if the Subcontractor:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Subcontractor with labor, materials, or supplies used directly or indirectly by the Subcontractor in the prosecution of the Work provided for in the Contract; and

2. Defends, indemnifies and holds harmless the Contractor from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Contractor has promptly notified the Subcontractor and the Surety of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Subcontractor and the Surety, and provided there is no Contractor Default; and
3. Pays Contractor all losses, damages, expenses, costs, and attorney's fees, including all appellate proceedings, that the Contractor sustains because of a default by Subcontractor under the Contract, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, all in accordance with the laws and statutes of the State of Florida and particularly Section 255.05, Florida Statutes.

**SURETIES OBLIGATIONS:**

- A. The Surety's obligation under this Bond shall arise after:
  1. Claimants who are employed by or have a direct contract with the Subcontractor have given notice to the Surety and sent a copy, or notice thereof, to the Subcontractor, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  2. Claimants, except laborers, who are not in privity with the Subcontractor have not received payment for labor, materials or supplies, used directly or indirectly by the Subcontractor in the prosecution of the Work and have served notice to the Subcontractor, the Contractor, and the Surety within the limitations set forth in Section 255.05, Florida Statutes.
- B. If a notice required by Paragraph A is given by the Contractor to the Subcontractor or to the Surety, that is in sufficient compliance.
- C. When the Claimant has satisfied the conditions of Paragraph A, the Surety shall promptly and at the Surety's expense take the following actions:
  1. Send an answer to the Claimant, with a copy to the Contractor, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  2. Pay or arrange for payment of any undisputed amounts.
- D. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- E. Amounts owed by the Contractor to the Subcontractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims if any, under any Construction Performance Bond. By the Subcontractor providing and the Contractor accepting this Bond, they agree that all funds earned by the Subcontractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Subcontractor and the Surety under this Bond, subject to the Contractor's priority to use the funds for the completion of the work.

- F. The Surety shall not be liable to the Contractor, Claimants or others for obligations of the Subcontractor that are unrelated to the Construction Contract. The Contractor shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- G. The Surety hereby waives notice of any change including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- H. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph A.1 or Clause A.2.c, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were provided by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**NOTICE:**

- A. Notice to the Surety, the Contractor or the Subcontractor shall be mailed or delivered to the addresses shown on the first page of this Bond.
- B. FAX'd or other electronic transmission of Notice will not be allowed.
- C. Actual receipt of notice by Surety, the Contractor or the Subcontractor shall be sufficient compliance as of the date received at the address shown on the signature page.

**DEFINITIONS**

- A. Claimant: An individual or entity having a direct contract with the Subcontractor or with a sub Subcontractor of the Subcontractor to provide labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Subcontractor and the Subcontractor's sub Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were provided.
- B. Construction Contract: The agreement between the Contractor and the Subcontractor identified on page 1 of this Bond, including all Contract Documents, addenda, change orders, modifications, and other changes thereto.
- C. Subcontractor Default: Failure of the Subcontractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- D. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**DUAL OBLIGEE**

The School Board of Broward County, Florida shall be deemed an additional and dual Obligee hereunder with all the rights and remedies available to the Contractor.

**IN WITNESS WHEREOF**, the Subcontractor has hereunder signed his (its) name and affixed his (its) seal, and the said Surety, a corporation as aforesaid has caused this bond to be executed by and through its offices and agents thereunto duly authorized this day and year first above written.

**APPROVED:**

\_\_\_\_\_ (Seal)  
Subcontractor (Principal)

\_\_\_\_\_ (Seal)  
Surety





Document 00630: Performance Bond Rider

Project No.:
Location No.:
Project Title:
Facility Name:
Facility Address:

Description of Modification (s) to the Contract:

KNOW ALL PERSONS BY THESE PRESENTS, THAT

(Contractors Name)
as Principal, located at and
<address> <phone>

and, a corporation, as Surety, located at
<address>

and are bound to The School Board of Broward County, Florida,
<phone>

herein called "Owner", by Bond Number: , dated of ,

in the sum of \$ , in favor of The School Board of Broward County, Florida
(Bond Amount)

hereby agree to amend the bond as follows:

- Increase or Decrease the bond amount from: \$ to
the \$ ; (Original Amount)
(Final Amount)

Such change to be effective the day of ; provided,
however, that said bond shall continue subject to the terms, conditions and limitations thereof, except, as
hereby changed.

This Rider incorporates all provisions of the Performance Bond with the agreement date of
, Contract Amount and/or Partial GMP date of
.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_.

**Dated on:** \_\_\_\_\_ , \_\_\_\_\_

**Contractor**

**Principal:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
SEAL

**Surety:**

**By:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
As Attorney in Fact , Florida Licensed  
Resident Agent                      SEAL

**NOTE: THIS BOND SHALL BE POSTED BY THE PRINCIPAL AT THE PROJECT WORK SITE AT ALL TIMES. PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**



**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00640: General Release and Full Release of Lien**

**KNOW ALL MEN BY THESE PRESENTS,**

That the undersigned: \_\_\_\_\_

of: \_\_\_\_\_ City of: \_\_\_\_\_

County of: \_\_\_\_\_ State of: \_\_\_\_\_

Herein referred to as "Contractor" executes this General Release and Full Release of Lien in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA of 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301, herein referred to as "The School Board".

In consideration of the sum of:

Written Amount: \_\_\_\_\_ Dollars

Figures: \$ \_\_\_\_\_

receipt of which from The School Board is hereby acknowledged, Contractor for itself and its successors and assigns, has remised, released, and forever discharged, and by these presents does, for itself and its successors and assigns, does remise, release, acquit, satisfy, and forever discharge The School Board, its successors, employees, administrators and assigns, of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which against The School Board or The School Board's successors, employees, administrators and assigns, Contractor ever had, now has, or over which Contractor's successors and assigns, hereafter can, shall or may have, for upon, or by reason of any matter, cause of thing whatsoever with regard to the project known as:

(Project Name)

(Project Number)

In consideration of the above-said moneys, receipt of which from The School Board is hereby acknowledged, Contractor does hereby release and quit claim to The School Board, its successors and assigns, all claims liens, lien rights, claims or demands of any kind whatsoever which Contractor now has or might have against the building or premises situated at:

and legally described as:

On account of labor performed and/or material furnished for the construction of any building thereon or in otherwise improving said property situated as above described. The Contractor further certifies that all lienors contracting directly with or directly employed by the Contractor have been paid in full and that all labor and materials furnished for said construction, including subcontractors employed by the undersigned, have been paid in full. The Contractor further authorizes the clerks of the County Records Division of Broward County, Florida to discharge the lien given to the undersigned in a claim of lien recorded in the Official Records of Broward County, Florida at Book\_\_\_\_, Page \_\_\_\_ , executed by:

on this \_\_\_\_\_ day of \_\_\_\_\_ , 20 .

**IN WITNESS WHEREOF,**

\_\_\_\_\_ has hereunto set its hand and seal

on this \_\_\_\_\_ day of \_\_\_\_\_ , 20 .

(Corporate Seal)

**Attest:**

\_\_\_\_\_

By:

(Seal)

\_\_\_\_\_

(Secretary)

**Notarization**

State of: \_\_\_\_\_ )

County of: \_\_\_\_\_ )

**Sworn to and subscribed before me, the undersigned authority, by**

\_\_\_\_\_

**who is personally known to me or did produce:**

**As identification and who did take an oath, acknowledged and subscribed the foregoing General Release and Full Release of Lien for purposes therein expressed.**

**Notary Public:** \_\_\_\_\_

**Affix Seal**

**Commission Expires on:** \_\_\_\_\_



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**Document 00700: General Conditions of the Contract**

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# General Conditions of the Contract

## ARTICLE 1. DEFINITIONS.

- 1.01 **The Chief Facilities & Construction Officer:** An employee of the School Board of Broward County, Florida, who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Referred to hereinafter as the **Chief**.
- 1.02 **The 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 after execution of the Contract.
- 1.03 **The Owner, the Contractor, and the Project Consultant:** are those mentioned as such in the Contract Documents.
- 1.03.01 **Owner:** The School Board of Broward County, Florida, (also referred to as the "Board").
- 1.03.02 **Contractor:** The "party of the second part", of the Contract. The person, firm or corporation with whom a contract has been made with the Owner for the performance of the Work defined by the Contract Documents. The Contractor may also be referred to as the Design/Builder, Construction Manager, Total Program Manager, Construction Services Emergency Projects Contractor, or Construction Services Minor Contracts Contractor.
- 1.03.03 **Project Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design and Contract Documents for the Work of this Project and provide Construction Contract Administration as described in the Contract Documents. The Project Consultant may also be referred to as Design Criteria Professional.
- 1.04 **The Office of Facilities & Construction ("Office"):** The Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner's behalf.
- 1.05 **Final Completion:** Means that date subsequent to the date of Substantial Completion at which time the Contractor has completed all of the Work (or designated portion thereof) in accordance with the Contract Documents as certified by the Project Consultant 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.

- 1.06 **Journeyman:** A person working in an apprenticeable occupation who has successfully completed a state registered apprenticeship program or who has worked the number of years required by established industry practices for the particular trade or occupation. "Established industry practices" means the number of years of training required by the majority of registered program standards for the particular trade or occupation. A "certified Journeyman" is a journeyman who holds a State of Florida Certification or Broward County Certificate of Competency for a particular trade or craft."
- 1.07 **Project Manager:** An employee of The School Board of Broward County, Florida, referred to hereinafter as the "**Project Manager**" who is to manage the Project from the planning and development of design and construction contract documents through the construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.
- 1.08 **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..
- 1.09 **Other Contractors:** Any person, firm or corporation with whom a Contract has been made by the Owner for the performance of any work on the site, which work is not a portion the Work covered by the Contract.
- 1.10 **Owner's Representative:** The Chief of Facilities & Construction Officer, or designee.
- 1.11 **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 Contractors.
- 1.12 **The Project:** The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.
- 1.13 **Punch List:** A list of items of work required by the Contract Documents which after inspection by the Project Consultant, the Owner, and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents.
- 1.14 **Subcontractor:** A person or entity other than a materialman or laborer who enters into a Contract with Contractor for the performance of any part of Contractor's Work. The term "Subcontractor" is referred to throughout the Construction Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 1.15 **Sub-subcontractor:** A person or entity other than a materialman or laborer who enters into a contract with a Subcontractor for the performance of any part of such Subcontractor's contract. The term "Sub-subcontractor" is referred to throughout the Construction Contract Documents as if singular in number and means a Sub-



subcontractor or an authorized representative of the Sub-subcontractor. The term "Sub-subcontractor" does not include separate subcontractors of a separate contractor.

- 1.16 **Submittals:** Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractor's submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, workmanship bonds, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.
- 1.17 **Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which, as certified in writing by the Project Consultant, the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- 1.18 **Subconsultant:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Project Consultant to furnish professional services in support of the Project Consultants agreement with the Owner.
- 1.19 **Superintendent:** The executive representative for the Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant and capable of superintending the work efficiently.
- 1.20 **Superintendent Of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the School Board of Broward County.
- 1.21 **Surety:** The firm, corporation, or individual which is bound by the Contract Bond with and for the Contractor, and which engages to be responsible for the Contractor's acceptable performance of the work and for his payment of all debts pertaining thereto.
- 1.22 **Work:** The totality of the obligations, including construction and other services, imposed on the Contractor by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.23 **Written Notice:** Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, 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 Contractor 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 acts 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 and finally completed.
- 2.03 The Contractor represents and warrants to the Owner that:
- 2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;
- 2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;
- 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 "Contractor" in the Construction Contract;
- 2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: 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; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines. The Contractor acknowledges receipt and has reviewed the site geotechnical report as 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 will comply with the Workforce Composition requirements, M/WBE program requirements, and the requirements of Document 00425, Certificate of Intent.
1. 2.03.08 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 a Contractor's proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other

inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The Owner has the right to require the Contractor to prove the quantities shown in the Proposals by providing additional documentation such as sketches, drawings or plans as necessary. The Owner also reserves the right to not award a project if Owner's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup proposal expenses. The Contractor shall not include the following items in their proposal regardless of pricing structure:

- a. Bonuses, profit sharing and any discretionary form of compensation or fringe benefits.
- b. The Contractor's capital expenses, including interest on the Contractor's capital employed for the work.
- c. Costs due to the negligence or willful misconduct of the Contractor, Subcontractors, suppliers, or anyone directly or indirectly employed by any of them or for whose act any of them may be liable.
- d. Tools and equipment with an individual cost of \$500 or less.
- e. Cell phone charges in excess of \$100 per authorized employee as approved by the Owner.
- f. Discretionary labor benefits such as, but not limited to; cost of living adjustments, auto allowances, etc. unless previously approved by the Owner.
- g. Overtime charges not previously authorized in writing by the Owner.
- h. Any travel, subsistence, fuel, mileage, or similar classification of cost not previously approved in writing by the Owner.

**ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.**

3.01 The Contractor represents that:

3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.

3.01.02 With respect to all construction materials, labor, methods, means, techniques, and sequence of procedures required to carry out the Work or safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or

clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.

- 3.01.03 The Contract Sum is reasonable compensation and 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.
- 3.01.04 The Contract Time is adequate for the performance of the Work.
- 3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.
- 3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

#### **ARTICLE 4. INTENT AND INTERPRETATION.**

- 4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
  - 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
  - 4.01.02 The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.
  - 4.01.03 The intent of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Work. The Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.
  - 4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.
- 4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
  - 4.02.01 The Project Consultant 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 Contractor, 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 Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

- 4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
- 4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

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

- 5.01 Subject to any rights the Project Consultant may have, the Contract Documents and each of them, as well as any other documents, intellectual property, software, computer-assisted material or disks relating to or regarding the Work, shall be and remain the property of the Owner. This shall be the case even if prepared, created or provided by the Project Consultant, Contractor, Subcontractor or others.
- 5.02 The Contractor shall have the right to keep copies of same upon completion of the Work; provided, however, that in no event shall the Contractor 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 Contractor agrees to provide any and all items referred to in this Paragraph to Owner upon demand by Owner. In the event Contractor fails to provide same to Owner as demanded, Contractor 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 Contractor 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 Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.02 Electrical Energy: The Contractor 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 Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 Temporary Sanitary Facilities And Sewers:
  - 6.03.01 The Contractor 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 will be permitted.

- 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
- 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

**ARTICLE 7. PROGRESS.**

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required elsewhere in the Contract Documents.
  - 7.01.01 Such schedule shall be in a form acceptable to the Owner.
  - 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
  - 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
  - 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
  - 7.01.05 By providing these Schedules to Owner, 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 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor 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.
  - 7.02.01 If within a reasonable period as determined by Owner, the Contractor 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: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
  - 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.

- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 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:
  - 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or
  - 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

**ARTICLE 8. EXPEDITING.**

- 8.01 The Work, equipment and material provided under this Contract may be subject to expediting by Owner.
- 8.02 Owner shall be allowed reasonable access to the shops, factories and other places of business of the Contractor and/or Subcontractors for expedition purposes.
- 8.03 As required by Owner, Contractor shall supply schedules and progress reports for Owner's use in expediting, and Contractor shall cooperate with Owner and require Subcontractors to cooperate with Owner in such expediting.
- 8.04 Any expediting performance by Owner shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be provided under the Contract Document.

**ARTICLE 9. CONTRACT PAYMENTS.**

- 9.01 Schedule of Values:
  - 9.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
  - 9.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
  - 9.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
  - 9.01.04 The Contractor shall not imbalance it's Schedule of Values nor artificially inflate any element thereof.

- 9.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in the Contract Documents.
- 9.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner.
- 9.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both. Said Application for Payment will include partial waivers of lien signed by subcontractors. Therein, the Contractor may request payment for that part of the Contract Price allocable to Contract requirements properly provided, labor, material and equipment properly incorporated in the Project. The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in the Contract Documents, applicable Florida law, and the Florida Prompt Payment Act as set forth in Chapter 218. Financial Matters Pertaining To Political Subdivisions, under Title XIV- Taxation And Finance of The Florida Statutes, as amended if any, to wit: 218.735 Timely payment for purchases of construction services. . Upon 50% completion of the project, 5% of this retainage should be released by the Owner in accordance with Florida Statute 255.078.
- 9.02.03 The amount of each such payment shall be the amount approved for payment by the Project Consultant less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by the Contract Documents or reasonable business practices.
- 9.02.04 The Project Consultant's approval of the Contractor'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 The submission by the Contractor of an Application for Payment also 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 Contractor shall, as required elsewhere in the Contract Documents and as required by the Owner, also provide to the Owner documents relating to the Project, including but not limited to, updated schedules and daily logs, properly executed documents that all subcontractors, materialmen, suppliers or others having rights, acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any rights or other claims relating to the Project site.
- 9.02.07 Furthermore, the Contractor warrants and represent that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner.



- 9.02.08 Dollar Value/Time Graphs: Each of the Contractor's Application for Payment shall be accompanied by a graph, prepared by the Contractor, that consecutively tracks the percentage of completion of both the Application for Payment's dollar value attained and the contract time (calendar days) elapsed, all coinciding with the date of the Application for Payment.
- 9.03 When payment is received from the Owner, the Contractor shall within five (5) days pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for all work covered by such payment. In the event such payments are not made in a timely manner the Owner may, in its discretion, invoke reasonable procedures in order to protect Owner's interest or Owner's desire to assist in having subcontractors, laborers, suppliers, materialmen or others paid.
- 9.04 It is mutually agreed that payments made under this Contract shall not constitute acceptance of defective or improper materials or workmanship nor shall same act as a waiver or release of future performance in accordance with the Contract Documents.

**ARTICLE 10. WITHHOLDING PAYMENT TO CONTRACTOR.**

- 10.01 In addition to the Retainage, payments, including but not limited to Final Payment, may be withheld or reduced by the Owner in its sole discretion if any of the following exists:
- 10.01.01 The Work is not proceeding in accordance with the Construction Documents Schedule as anticipated by the Project Consultant or the Owner. In that event, the Project Consultant or the Owner will assess the anticipated delay and the Owner will use the amounts specified for Liquidated Damages as the basis for amounts withheld. Said funds shall be held until such time as the Project Consultant or Owner determine that the Work is back on schedule. By making said funds available to Contractor, Owner does not waive its right to assess liquidated damages at the completion of the Project;
- 10.01.02 Liquidated Damages as set forth in this Contract;
- 10.01.03 Defective Work unremedied;
- 10.01.04 Punch-List items unremedied;
- 10.01.05 Subject to Owner's written notice to Contractor in accordance with the Contract Documents back charge items for work performed by Owner or another contractor at the request of Owner, which work is within the scope of the Work under this Construction Contract;
- 10.01.06 Claims filed by subcontractors, laborers, suppliers, materialmen or others;
- 10.01.07 Failure to comply with any and all insurance requirements;
- 10.01.08 Failure of the Contractor to make payment properly to Subcontractors or others;

- 10.01.09 Damage to the Owner or another contractor;
- 10.01.10 Reasonable evidence that the Work will not be completed on or before the Substantial Completion or Final Completion Date;
- 10.01.11 Failure of the Contractor to carry out any of its obligations in accordance with the Contract Documents;
- 10.01.12 Failure of the Contractor to submit the information or documents required by this Contract or reasonably required by Owner, including but not limited to schedules and daily logs.

**ARTICLE 11. CONTRACTOR'S RIGHT UPON NONPAYMENT.**

- 11.01 If within thirty (30) days of the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days written notice of its intent to cease work to the Owner.

**ARTICLE 12. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER.**

- 12.01 The Owner shall furnish to the Contractor, prior to the execution of the Contract, any and all written and tangible material, including but not limited to surveys and other information concerning existing conditions on the Site.
- 12.02 The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey.

**ARTICLE 13. LICENSES AND PERMITS.**

- 13.01 All licenses necessary to commence and prosecute the Work to completion shall be procured and paid for by the Contractor.
- 13.02 Educational facilities constructed by The School Board of Broward County, Florida are not exempt from all county, district, municipal or local building codes and ordinances; therefore all applicable building and other permits will be required. All required permits, bonds and/or other fees required for Work to be performed, including but not limited to Work in public right-of-ways and other Work otherwise outside the Owner's property line will be procured and paid for by the Contractor.
- 13.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

**ARTICLE 14. CEASE AND DESIST ORDER.**

- 14.01 In the event the Contractor fails or refuses to perform the Work as required herein, the Owner may instruct the Contractor to cease and desist from performing the Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately

cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected and the Owner instructs that the Work may resume.

- 14.02 In the event the Owner issues such instruction to cease and desist, and in the further event the Contractor fails and refuses within 7 (seven) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions 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 contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner.
- 14.03 The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

**ARTICLE 15. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR.**

- 15.01 The Contractor shall perform the Work in accordance with the Contract Documents.
- 15.02 The Contractor 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 Contractor.
- 15.03 The Contractor 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 and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- 15.04 The Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.
- 15.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.
- 15.06 Record Keeping on Site:
- 15.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.
- 15.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.
- 15.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.
- 15.07 Shop Drawings And Other Submittals:

- 15.07.01 The Contractor 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 of the various trades.
- 15.07.02 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 Contractor before submitting same to the Project Consultant.
- 15.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.
- 15.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 15.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 15.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 15.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 15.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 15.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor 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.
- 15.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

## **ARTICLE 16. SUBCONTRACTS.**

- 16.01 The Contract Documents make no attempt to fix the scope of the Work of any Subcontractor nor the responsibilities of any such Subcontractor, it being understood that the Contractor shall fix the scope of all Work and responsibilities of the Subcontractor. Contractor shall not replace Subcontractor without good cause.

The Contractor shall enter into written agreements with all Subcontractors, suppliers and materialmen.

- 16.01.01 Contractor shall provide to Owner a written notice of all potential subcontractor(s) prior to executing subcontracts. Owner reserves the right to reject any potential subcontractor(s) **for any reason**, and prior written Owner approval is required before Contractor enters into any subcontract agreements for this project. Contractor is not authorized to enter into any subcontracts without prior written Owner approval.
- 16.01.02 Related Party Transactions: the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common Ownership or management with the Contractor; any entity in which any stockholder in, or management employee of, the Contractor owns any interest in; or any person or entity which has the right to control the business or affairs of the Contractor. The term "related party" includes any member of the immediate family of any person identified above. If any of the costs proposed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, the Contractor shall procure the work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of this agreement. If the Owner fails to authorize the transaction, the Contractor shall procure the work, equipment, goods or service from some person or entity other than a related party according to the terms of this agreement.
- 16.02 The Contractor shall continuously update information concerning Subcontractors submitted to the Owner as Post-Award Information by submitting:
  - 16.02.01 The general form of Subcontract Agreement used by the Contractor within thirty (30) days of execution of the Construction Contract.
  - 16.02.02 Updated listings of Subcontractors denoting changes to the list submitted as Post-Award Information within ten (10) days of said change.
  - 16.02.03 Copies of executed Subcontractor Contracts within ten (10) days of their execution.
  - 16.02.04 A complete accounting of all payments made to Subcontractors and the balances owed to the Subcontractors with each Application For Payment submitted by the Contractor.
- 16.03 All contracts with Subcontractors shall incorporate by reference the terms and conditions of this Construction Contract.
- 16.04 The Contractor shall cause and require to be included in all Subcontracts a provision for the benefit of the Owner binding the Subcontractors to remain bound by the Subcontracts in the event the Contractor is replaced by another contractor pursuant to the term of the Contract Documents. The Contractor shall also include in all

Subcontracts a provision requiring the Subcontractor, in the event of the Contractor's termination, to consent to the assignment of their Subcontracts to the Owner.

- 16.05 The Owner may at any time request from the Subcontractors, or any of them, a sworn statement of account with the Contractor and the Contractor shall cause to be included in all Subcontracts a requirement that the Subcontractors provide said sworn statement upon Owner's request.
- 16.06 Each Subcontractor and supplier must agree to assign all of its warranties to Owner. In addition each Subcontractor and supplier must warrant all of its Work, equipment, materials and labor to Owner in accordance with the terms and provisions of its contractual obligations to Contractor and any legal or statutory provisions that apply to its work, materials or equipment.
- 16.07 Owner may at its discretion require Contractor to have major sub-subcontractors or suppliers comply with the requirements of this Article 16 or other provisions of the Contract Documents.
- 16.08 Any disputes which may arise in this connection between the Contractor and any Subcontractor must be settled between the parties concerned and the Owner will not undertake, nor be in any way responsible for, the settlement of such disputes.
- 16.09 No Subcontractor shall under any condition relieve the Contractor of his liabilities and obligations to the Owner under his Contract and the Contractor shall be solely responsible to the Owner as provided herein.

**ARTICLE 17. BONDING OF SUBCONTRACTORS.**

- 17.01 The Contractor shall submit proof, in the form of copies of properly executed bond forms, that the following major subcontractors have provided a performance bond and a payment bond to the Contractor 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 and otherwise acceptable to the Owner:
  - 17.01.01 HVAC/Mechanical
  - 17.01.02 Electrical
  - 17.01.03 Plumbing
  - 17.01.04 Roofing
  - 17.01.05 Shell and Concrete
- 17.02 If the value of a subcontract listed above is below \$200,000, the Subcontractor Bonding requirement for that respective subcontract may be waived by the Owner, at its sole discretion, for M/WBE Subcontractors participating in the Owner's M/WBE Subcontractor Programs as described elsewhere in the Contract Documents.

- 17.03 The respective performance and payment bonds shall:
- 17.03.01 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.
  - 17.03.02 Be on the forms as provided by the Owner. No other forms will be acceptable.
  - 17.03.03 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.
  - 17.03.04 In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.
  - 17.03.05 Bonding companies acceptable to the Owner are bonding companies which are United States Treasury Department approved bonding companies, qualified and rated in accordance with Article 42.09 below 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. CONTRACTOR'S SUPERINTENDENT**

- 18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:
- 18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.
  - 18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.
- 18.02 The Superintendent shall be present or be duly represented at the site of the Work at all times when the Work is actually in progress.
- 18.03 During periods when portions of the Work are suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency which may be required.
- 18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.
- 18.05 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; and inspections at site. Copies of the daily entries shall be

provided to the Owner once per month or as required elsewhere in the Contract Documents.

**ARTICLE 19. COOPERATION WITH OTHERS.**

- 19.01 The Owner and other contractors and subcontractors may be working at the site during the performance of the Construction Contract, and Contractor's work may be interfered with as a result of such concurrent activities. Contractor shall fully cooperate with Owner and other contractors to avoid any delay or hindrance of the Work. Owner may require that certain facilities be used concurrently by Contractor and other parties and Contractor shall comply with such requirements.
- 19.02 If any part of the Contractor's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Contractor 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 Contractor to so report shall constitute an acceptance of the Owner or separate contractor's work as fit and proper to receive Contractor's Work, except as to defects which may subsequently become apparent in such work performed by others.

**ARTICLE 20. SITE CONDITIONS.**

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any way affect performance of the Construction Contract, or the cost associated with such performance.
- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event the site conditions are materially different than what Contractor anticipated as a result of Contractor's inspection of the property or tests, information or data supplied to Contractor by others such as design professionals or testing companies, then Contractor may seek an adjustment in time or price based upon same provided that Contractor gives Owner written notice of same within 10 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 33 below.



**ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.**

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
- 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
- 21.01.02 Contractor 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 Contractor shall comply with all applicable laws and regulations.
- 21.02.01 Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor 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 Contractor and its personnel. The Parties agree that the failure of Contractor 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. Contractor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Contractor's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- Bidder 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 Bidder'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 Bidder pursuant to Article 38 of the General Conditions and the laws of Florida.
- 21.02.02 Contractor shall cooperate with Owner on all security matters as set forth elsewhere in the Contract Documents and shall promptly comply with any project security requirements established by Owner.
- 21.02.03 These security requirements may be more stringent in the event portions of the facilities or project are occupied or otherwise being used.

- 21.02.04 Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining property security for the above noted items, nor shall it be constructed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- 21.03 Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to Owner in a timely manner.

**ARTICLE 22. PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT.**

- 22.01 Contractor shall be responsible for and shall bear any and all risks of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of the Work under this Contract.
- 22.02 Permanent openings for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the Work will be delivered to the Owner in proper, whole and unblemished condition.

**ARTICLE 23. ADMINISTRATION OF THE CONTRACT.**

- 23.01 The Project Consultant will provide Administration of the Contract.
- 23.01.01 For those projects for which the Owner's Office of Facilities and Construction serves as the Project Consultant all references to the Project Consultant shall be considered to be the Project Construction Manager.
- 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.
- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.
- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in Article 1.09 of the Professional Services Agreement between The School Board of Broward County, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

#### **ARTICLE 24. MATERIALS.**

- 24.01 The Contractor 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 or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.
- 24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.
- 24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.
- 24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.
- 24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.
- 24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.

24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

**ARTICLE 25. STORED MATERIALS.**

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

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

25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor 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 Contractor 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 Contractor 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, Contractor 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 alleged 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 Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.
- 25.06 The Contractor 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 Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, 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 Contractor 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, Contractor 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 Contractor's next application for payment.

**ARTICLE 26. WORKFORCE COMPOSITION.**

- 26.01 The following requirements apply to all aspects of the Work where skilled crafts or trades are to be utilized:
- 26.01.01 The ratio of journeymen utilized shall be two (2) journeymen to one other worker. When two (2) workers involved in the crafts are employed, the first employed shall be a journeyman, and the second may be either a journeyman or a worker.
- 26.01.02 The Contractor shall utilize at least one certified journeyman that holds a State of Florida Certification or a certificate of competency obtained through a proctored examination in Broward County for the respective crafts or trades required for the execution of the Work.
- 26.01.03 For trades or crafts for which licenses or Certificates of Competency are required in Broward County, no Work may be performed or person employed as a worker in that trade unless the Work is under the direct supervision of a master or certified journeyman, certified in that trade. A certified master or certified journeyman shall

- not provide direct supervision to more than three (3) other workers or uncertified journeymen at a job site.
- 26.01.04 The Contractor shall post on the outside of the Contractor's on-site project office and maintain by monthly updating a current list, available for the Owner and Project Consultant's use, of the names, areas of specialty, and license or certificate numbers, or all journeymen, certified journeymen, and certified masters utilized for prosecution of the Work, including those used by Subcontractors.
- a. Work shall not commence in a particular trade or specialty until the Contractor's posted list has been updated to include that particular trade or specialty.
  - b. The Owner will not consider requisitions for payment for Work completed by a particular trade or specialty unless Journeymen, certified Journeymen, or certified Masters of that respective trade or specialty have been properly included on the Contractor's posted list.
  - c. The format for the posted list should begin with the Contractor's company name; name of qualifier with their certificate or registration number; a listing of all the Contractor's employee names, work trade and work skill; journeymen with their license number or certificate of competency; or a designation as unskilled labor. The remainder of the list should follow the same format listing all the subcontractors and any other person performing labor on the project site. A copy of all licenses, certificates, registrations, and state registered apprenticeship documents should be kept on file in the Contractor's field office to substantiate his posted list.
- 26.02 Requirements for workforce quality specified above do not apply to those elements of the Work requiring only unskilled labor.
- 26.03 The Contractor shall employ no illegal aliens or other individuals not properly registered with and allowed to work by the United States Immigration and Naturalization Service (INS).
- 26.04 Contractor shall be assessed, and the Owner may deduct from each applicable Application for Payment, \$250 per day for failure to comply with these workforce composition requirements contained herein beginning three days after written notice of non-compliance is received by the Contractor.

**ARTICLE 27. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.**

- 27.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- 27.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.

- 27.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board including but not limited to Building Code Inspectors (BCI).
- 27.01.03 Owner also reserves the right to designate others such as consultants, commissioning authorities, test and balance agents, forensic specialists, etc. to conduct inspections during or subsequent to the Work as Owner in its discretion desires.
- 27.01.04 Owner and Project Consultant shall be afforded full and free access to the shops, factories or places of business of Contractor and its Subcontractors for such quality surveillance, observation or quality audit and to determine the status of the Work.
- 27.01.05 In the event the Project Consultant or Owner requires a factory inspection, the Contractor shall notify the suppliers that the material shall not be produced or fabricated without due notice to the Project Consultant and Owner and an opportunity for such inspection.
- 27.02 If any Work should be covered up without approval or consent of the Project Consultant or Owner, it must, if required by the Project Consultant or Owner, be uncovered for examination at the Contractor's expense.
- 27.03 If any material, equipment or workmanship is determined by Owner, Project Consultant or Inspector either during performance of the Work or on final quality surveillance, or during any applicable warranty period, to be defective or not complying with the requirements of this Construction Contract, Owner or Project Consultant or Inspector will notify Contractor in writing that such material, equipment or portions of the Work is rejected and Owner reserves the right to withhold payment on any such item or seek compensation from Contractor for same. Thereupon, Contractor shall, at its own expense, immediately remove, replace or correct such defective material, equipment or portions of the Work by making the same comply strictly with all requirements of the Contract Documents. The Contractor shall be responsible for the costs of any additional site observations, special inspections and/or testing, or other activities of either the Project Consultant or the Owner made necessary by the correction of such defective materials, equipment or portions of the Work and any re-inspections required from the Building Department or their inspectors will be subject to re-inspection fees as stated in 01450 in the Specifications.
- 27.04 Neither the failure to make such quality surveillance, observation or quality audit, nor to discover defective workmanship, materials, or equipment, shall prejudice the rights of Owner to correct or reject the same as hereinafter provided.

## **ARTICLE 28. WARRANTY.**

- 28.01 Unless otherwise provided elsewhere in the Contract Documents, all material and equipment incorporated into any Work covered by the Contract Documents shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner and Project Consultant.

- 28.02 Unless otherwise provided in the Contract Documents, Contractor warrants all Work, equipment, materials and workmanship to be in accordance with the Contract Documents, any and all applicable codes, proper and workmanlike, first class 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 Final Completion of the Work under the Contract Documents, regardless of whether the same were provided or performed by Contractor or by any Subcontractor.
- 28.03 In addition to the twelve (12) month warranty set forth in this Article, Contractor warrants the Work, equipment, materials and workmanship against latent defects for a period of ten (10) years from Final Completion.
- 28.04 In the event of damage or injury to persons or property or other consequential or resultant damages result from Contractor's breach of any warranties, then the Contractor will be responsible for same.

**ARTICLE 29. OFFICE SPACE FOR THE OWNER'S PERSONNEL.**

- 29.01 The Contractor shall provide, for the duration of the Work, a suitable lockable office for the Project Construction Manager, BCI and other designated personnel.

**ARTICLE 30. PROJECT RECORD DOCUMENTS AND SURVEY.**

- 30.01 A marked up record set of the Contract Documents and other project records as required elsewhere within the Contract Documents will be kept up to date by the Contractor on the jobsite at all times. These documents will be given to the Project Consultant at the completion of the Work as required by the Contract Documents, and properly labeled as "Project Record Documents."
- 30.02 In addition to the "Project Record Documents", the Contractor will cause to have prepared by a Surveyor, registered in the State of Florida, a site survey clearly representing all Work done under this Contract and updating the original survey as may have been provided by the Owner.
- 30.03 The Contractor shall submit Project Record Documents and Survey in the manner and format specified elsewhere in the Contract Documents.
- 30.04 This is a critical item and final payment will be withheld from the Contractor until "Project Record Documents" and survey are provided by the Contractor and approved by the Project Consultant.

**ARTICLE 31. SALVAGE.**

- 31.01 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.



31.02 If this material is not desired by the Owner, it shall be disposed of by the Contractor at his expense.

**ARTICLE 32. CLAIMS BY THE CONTRACTOR.**

32.01 Although Contractor acknowledges the No Damage for Delay clause set forth in Article 10.09 of Document 00520, Agreement Form, in the event the Contractor is entitled to assert a claim against Owner for any reason, claims by the Contractor against the Owner are subject to the following terms and conditions:

32.01.01 All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner and the Project Consultant. Such claim shall be received by the Owner and the Project Consultant no later than fifteen (15) calendar days after the event, or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim and the actual damages or injuries suffered;

32.01.02 The Contractor shall continue its performance hereunder regardless of the existence of any claims submitted by the Contractor;

32.01.03 In the event the Contractor seeks to make a claim, as a condition precedent to any such claim the Contractor shall strictly comply with the notice requirements above and such claim shall be made by the Contractor before proceeding to execute any additional or changed Work. Failure of the condition precedent to occur, i.e., providing notice as required in Article 32.01.01 above, shall constitute a complete waiver by the Contractor of any claim for additional compensation or extension of time. This written notice requirement may not be waived by verbal representations or the acts of representatives of the Owner or Project Consultant;

32.01.04 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost of labor and materials incurred by the Contractor at the jobsite and shall in no event include indirect cost, overhead, loss of profit, or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties including, but not limited to, subcontractors, suppliers, laborers, etc.

**ARTICLE 33. CHANGE ORDERS.**

33.01 One or more changes to the Work within the general scope of this Contract may be ordered by the Owner by Change Order, Project Consultant's Supplementary Instructions, and Construction Change Directives.

33.02 The Contractor shall proceed with any extra Work or changes which alter the Contract by adding to, or deducting from the Contract Sum or Contract Time in strict accordance with the following terms and conditions:

33.02.01 Change Order shall mean a written order to the Contractor executed by the Owner and the Project Consultant after execution of this Contract, directing a change in the

Work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;

33.02.02 Any change in the Contract Price or time resulting from a Change Order shall be determined as follows:

- a. By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price or time being set forth in Change Order in accordance with Article 33.02.08 below, and (b) the execution of the Change Order; or,
- b. If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived based upon the Cost Plus Price basis (as set forth in Article 33.02.08 below) by determining the "total actual costs" (in accordance with Article 33.02.09 below), incurred or savings achieved, resulting from revisions in the Work. Such total actual costs or savings shall include a component for direct jobsite overhead and profit but under no circumstances shall it include non-job site overhead expenses or costs or any other indirect costs or components. Any such costs or savings shall be documented in the format, and with such content and detail as the Owner or the Project Consultant requires. If agreement is not reached as to the change in time, Contractor shall be given a reasonable time based upon the scope of Work required by the change.

33.02.03 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work and the change in the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for issues or matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

33.02.04 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders and provide such consent in the form of fully executed Document 00630, Performance Bond Rider, and, Document 00635, Payment Bond Rider. The Contractor's execution of the Change Order and submission of fully executed Document 00630, Performance Bond Rider, and, Document 00635, Payment Bond Rider shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

33.02.05 The Owner, without invalidating the Contract, may require the change for any reason whatsoever. All such Work shall be executed under the terms of the original Contract.

33.02.06 All change orders and adjustments shall be in writing and executed by the Contractor and Owner; otherwise, no claim for additional compensation or time will be allowed.

- 33.02.07 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the total actual cost (as set forth in Article 33.02.09 below) saved as confirmed by the Project Consultant. The amount of the credit shall include an amount for the overhead and profit of the Contractor which the Owner is not required to pay as a result of the deletion or decrease. When both additions and credits covering related Work or substitutions are involved in a change, the overhead and profit shall be calculated on the basis of net increase, if any, with respect to that change. The Contractor shall not be entitled to overhead and profit in the event the net change results in a reduction of the original contract amount.
- 33.02.08 The value of any change ordered under the Contract for extra Work and/or any reductions in Work required, shall be determined using one of the selected pricing methods as described in Exhibit A.
- 33.02.09 The Contractor is obligated to proceed with the Work for a Change Order, even though there has not been an agreement reached with the Owner as to an adjustment to the Contract Price or time, and even if there is a dispute as to same. In such instances the Project Consultant will issue Document 01250e, Construction Change Directive as specified elsewhere in the Contract Documents. A Change Order or proposed Change Order shall not be the basis of the Contractor not performing pursuant to the Contract Documents.
- 33.02.10 The Contractor, Owner and Project Consultant shall administer and document the Change Order process by utilizing the documentation system specified elsewhere in the Contract Documents, including Document 01250e, Construction Change Directive.
- 33.03 The Project Consultant 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, Project Consultant's Supplemental Instructions and such changes shall be binding on the Owner and the Contractor.
- 33.04 The Owner has authorized the following approval thresholds for Change Orders in the Name of The School Board of Broward County, Florida under Board Policy 7006, the rules of which are incorporated below:
- A. The Chief is authorized to approve change orders in accordance with Board Policy 7006, Change Orders, as amended from time to time.
  - B. When the cumulative total of all change orders on a project has exceeded the ceiling established in 33.04A above, all subsequent change orders will require prior Board approval, except in emergency cases as declared by the Superintendent, or where the change order in question would be in the form of a credit, thereby reducing the adjusted contract amount.

- C. Approval of change orders under this policy shall be for the purposes of expediting the work in progress and shall be confirmed by Board action at the next regular meeting of the Board.

**ARTICLE 34. DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK.**

- 34.01 In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner or the Project Consultant, such work shall be uncovered and displayed for the Owner's or Project Consultant's inspection upon request, and shall be reworked at no cost in time or money to the Owner.
- 34.02 If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph (A) above, it shall, if directed by the Owner or the Project Consultant, be uncovered and displayed for the Owner's or Project Consultant's inspection. If the uncovered work conforms substantially with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such work shall be borne by the Owner; otherwise, such costs shall be borne by the Contractor.
- 34.03 The Contractor shall, at no additional cost in money to the Owner or extension of time correct work rejected by the Owner or by the Project Consultant as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.
- 34.04 In addition to its warranty obligations set forth elsewhere herein, the contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from the Owner.
- 34.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
  - 34.05.01 In such event, the Contract Price shall be reduced, at Owner's option, by the greater of (i) the reasonable costs of removing and correcting the defective or nonconforming work, or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work.
  - 34.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

**ARTICLE 35. SAFETY, PROTECTION OF WORK AND PROPERTY.**

- 35.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor 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.

- 35.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 35.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 35.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and manhours lost due to injuries.
- 35.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.
- 35.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.
- 35.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 35.08 Safety Precautions and Programs:
  - 35.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
  - 35.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.
  - 35.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- 35.09 Safety of Persons and Property
  - 35.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
    - a. Employees on the Work and other persons who may be affected thereby;
    - b. 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 Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

- c. 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.
- 35.09.02 The Contractor shall give notices and 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.
- a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.
  - b. The Contractor shall prominently post and maintain on the jobsite:
    - 1) OSHA 200: Log and summary of occupational injuries and illnesses.
    - 2) OSHA 2203: Provisions of the Act poster.
- 35.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:
- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
  - b. Holding weekly safety meetings with employees and Subcontractors.
  - c. Implementing OSHA Voluntary Protection Programs.
  - d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
  - e. 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.
  - f. 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.
  - g. 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.
- 35.09.04 When use of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 35.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, 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 Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant 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 Contractor.

- 35.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 35.09.07 Building materials, Contractor'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 Contractor 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 120 mile per hour wind uplift force.
- 35.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

#### **ARTICLE 36. ROYALTIES AND PATENTS.**

- 36.01 The Contractor shall pay all royalties and license fees.
- 36.02 The Contractor 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 Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 36.03 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 36.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.

- 36.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

**ARTICLE 37. TAXES.**

- 37.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.
- 37.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.
- 37.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

**ARTICLE 38. INDEMNITY AND HOLD HARMLESS.**

- 38.01 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the Contractor's negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission.
- 38.02 In any and all claims against the Owner by any employee of the Contractor, or anyone for whose acts the Contractor may be liable, the obligations for Contractor to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workman's compensation acts, disability acts, or other employee benefit acts.
- 38.03 In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Contractor agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Contractor agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Contractor further agrees to pay, at the sole expense of the Contractor, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against



the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

- 38.04 The Contractor recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Contractor under this Indemnification Agreement shall survive termination of this contract.

**ARTICLE 39. TERMINATION BY THE CONTRACTOR.**

- 39.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 90 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.
- 39.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

**ARTICLE 40. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.**

- 40.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;
- 40.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:
- 40.02.01 Demobilization and remobilization, including such costs paid to subcontractors;
- 40.02.02 Preserving and protecting Work in place;
- 40.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;
- 40.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

**ARTICLE 41. TERMINATION BY THE OWNER.**

- 41.01 The Owner may at any time terminate this Contract in accordance with the following terms and conditions.

- 41.02 The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience:
- 41.02.01 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.
- 41.02.02 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.
- 41.02.03 The Contractor shall also terminate outstanding orders and subcontracts.
- 41.02.04 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 41.02.05 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.
- 41.02.06 The Contractor 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 Contractor has.
- 41.02.07 When terminated for convenience, the Contractor shall be compensated as follows:
- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.
  - b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
  - c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
    1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
    2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
    3. Reasonable costs of settling and paying claims arising out of the termination of subcontractors or orders pursuant to this Paragraph.

These costs shall not include amounts paid in accordance with other provisions hereof.

4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 41.03 The Owner may terminate this Contract for cause in accordance with the following terms and conditions:
- 41.03.01 If the Contractor 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 Contractor or others, may terminate the performance of the Contractor 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.
- 41.03.02 In such case, the Contractor shall not be paid further until the Work is complete.
- 41.03.03 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, such remainder shall be paid to the Contractor. Otherwise, the Contractor 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 Contractor 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 42. CONTRACTOR'S INSURANCE.**

### **General Insurance Requirements:**

- 42.01 The Contractor shall not provide any services under this contract until the Contractor has obtained all insurances required hereunder and such insurances have been approved by the Owner. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance.
- 42.02 Performance Bond and Materials and Payment Bond are required on any single project costing two hundred thousand dollars (\$200,000) or more. Each bond shall equal to one hundred percent (100%) of the single project amount for projects in excess of two hundred thousand dollars (\$200,000) or more, and shall be with a

surety insurer authorized to do business in Florida and complying with Section 255.05, F.S., as amended.

- 42.03 The Contractor shall furnish certificates of insurance to the Owner for review within ten (10) days after award and shall maintain the required insurance at all times during the term of this contract.
- 42.04 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.
- 42.05 All certificates of insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner's Designated Risk Management Administrator and such certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to and approval by the Owner's Designated Risk Management Administrator.
- 42.06 The Contractor shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions.
- 42.07 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor of full responsibility to provide the insurance as required by this contract.
- 42.08 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy.
- 42.09 The Owner reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the life of this contract.
- 42.10 **Insurance Provider and Surety:** In the event that any insurance provider, including but not limited to performance and payment bond surety companies, is downgraded from A-VI rating by AM Best or Aa3 rating by Moody's Investor Service, or has an order of liquidation entered against it in any jurisdiction, Contractor shall furnish a replacement insurance product, insurance policy or surety bond, that satisfies the requirements of this Agreement within fifteen (15) days of receipt of written notice from Owner or from the time Contractor becomes aware of the downgrade or order of liquidation whichever is sooner.
- 42.11 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and

until all post completion obligations; including punch list and warranty requirements are completed or expire.

**Insurance Required:**

42.12 **Commercial General Liability Insurance:** The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, and Contractual Liability, to cover the indemnification language set forth herein. Limits shall not be less than \$1,000,000 per occurrence; \$1,000,000 general aggregate. Products Completed Operations aggregate shall not be less than \$1,000,000. The Owner, its members, officers, employees and agents shall be named as an Additional Insured.

42.13 **Automobile Liability Insurance:** The Contractor shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standard ISO Business Auto Policy CA 00 01.

In the event the Awardee does not own any vehicles, we will accept hired and non-owned coverage for \$1,000,000 Combined Single Limits and we will require an affidavit signed by the Awardee indicating the following:

(Insured's Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, (Insured's Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

42.14 **Workers' Compensation Insurance:** The Contractor shall maintain Workers' Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than \$100,000/\$100,000/\$500,000 (each accident/disease - each employee/ disease-policy limit).

42.15 **Insurance Warranty Period:** All Insurance policies must remain in effect during performance of the work and for a period of one (1) year after Certificate of Completion, Certificate of Occupancy (OEF 110b), or Certificate of Final Inspection (OEF 209) which has been signed by the Chief Building Official /certified inspector.

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

42.16.1 Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

42.16.1.1 The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

- 42.16.1.2 All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
- 42.16.1.3 Contractual liability is included in the General Liability policy.

**ARTICLE 43. BOARD PROVIDED BUILDER'S RISK INSURANCE PROGRAM**

- 43.1 BOARD TO MAINTAIN BUILDER'S RISK INSURANCE PROGRAM: Except as otherwise provided, the Board shall maintain a builder's risk insurance policy on behalf of the Contractor and its Subcontractors, in effect at the time that Notice to Proceed is received by Contractor.
- 43.2 Board Builder's Risk Insurance Program for the Contractors and its Subcontractors will be limited to Covered Loss resulting from damage or destruction of property while such property is at the construction jobsite of the Project as described in this Contract.
- 43.3 NO COVERAGE ON CONTRACTOR'S TOOLS OR EQUIPMENT: The coverage under the Board Builder's Risk Insurance Program will be limited to property which has been, or is intended to be, incorporated into the Work as part of the contract price for which title has either been passed to the Board, or is intended to pass to the Board.
- 43.4 RESPONSIBILITY OF THE DEDUCTIBLE: The Contractor shall be solely responsible for the first \$20,000 of Covered Loss in any one occurrence for any covered peril. If the deductible on the Board Builder's Risk Insurance Program applicable to the Covered Loss exceeds the \$20,000 for which the Contractor is responsible, the Board shall be responsible for that portion of Covered Loss incurred by the Contractor and its Subcontractors in excess of \$20,000 up to the amount of the deductible in the Board's Builder's Risk Insurance Program.
- 43.5 COMMENCEMENT OF THE BOARD BUILDER'S RISK INSURANCE PROGRAM: The Board Property Insurance Program shall commence with respect to the Work at the later of the date Notice to Proceed is received by the Contractor under this contract or commencement of Work at the construction jobsite of the Project as described in the Contract.
- 43.6 TERMINATION OF BOARD PROPERTY INSURANCE PROGRAM: Coverage under the Board Builder's Risk Insurance Program for the Contractor and its Subcontractors shall terminate at the earliest of:
- A. With respect to any completed portion of the Work, if the Board elects to occupy and/or use such completed portion of the Work prior to Substantial Completion, the date the Board first occupies or uses such completed portion of the Work; or
  - B. If work by the Contractor is permanently abandoned or terminated prior to Substantial Completion, at the time such work is permanently abandoned or terminated; or

C. Termination of the Contract by the Board.

- 43.7 BOARD PROPERTY INSURANCE PROGRAM SUBJECT TO LIMITATIONS: The rendering of the Board Builder's Risk Insurance Program shall not constitute any representation by the Board with respect to the adequacy of the insurance to protect the Contractor or its Subcontractors against property insurance type losses. The Board emphasizes that coverages in the Board Builder's Risk Insurance Program is limited in scope and do not necessarily include all insurance coverages, either desirable or normally maintained by the Contractor or Subcontractors. Except as otherwise specifically provided in the Contract, the providing of the Board Builder's Risk Insurance Program shall not be construed to be a limitation on the nature or extent of the Contractor's or its Subcontractors' obligations under this Contract nor to relieve the Contractor or its Subcontractors of any such obligations.
- 43.8 NOTICE OF CLAIM UNDER BOARD BUILDER'S INSURANCE PROGRAM: In addition to, and not in lieu of, any other notice required under this Contract, if a Contractor or its Subcontractor suffers injury or damage to property which might result in Covered Loss under the Board Builder's Risk Program, written notice of such injury or damage shall be given to the Division of Risk Management of the School Board of Broward County, as soon as practical, but not exceeding seven (7) day after first observance of such injury or damage. The notice shall provide sufficient detail to enable the Division of Risk Management or its designee, to provide an initial report to the Board's insurers and to properly investigate the matter. Notification shall be directed to the SBBC Risk Management Division at (754) 321-1900.
- 43.9 COOPERATION OF CONTRACTOR AND SUBCONTRACTORS: The Contractor and all of its Subcontractors shall assist the Board and the Board's insurers and fully cooperate in respects to reporting, investigation and adjusting of claims under the Board Builder's Risk Insurance Program whether or not involving the respective Contractor or Subcontractor.
- 43.10 WAIVER OF SUBROGATION: To the extent such insurance permits, and then only to the extent Board collects under the Board Builder's Risk Program, SBBC waives any and all claims against Contractor or Subcontractors and their respective agents, servants and employees, for loss or damage to Board's property. To the extent such insurance permits and then only to the extent the Contractor collects under its property insurance coverage, Contractor waives any and all claims against Board and its agents, servants and employees for loss or damage to Contractor's property. Contractor shall require all Subcontractors to waive, to the extent such insurance permits and then only to the extent such Subcontractor collects under its property insurance coverage, any and all claims against SBBC and its agents, servants and employees for loss or damage to such Subcontractor's property.
- 43.11 BOARD'S RIGHT TO TERMINATE, MODIFY OR REPLACE: The Board reserves the right to terminate whole or in part or modify the Board Builder's Risk Insurance Program. In the event of termination or modification, whether initiated by the Board's or its insurers, the Board will assume the responsibility for that portion of any loss

suffered by the Contractor or its Subcontractors which would have been covered by the Board Builder's Risk Insurance Program.

**ARTICLE 44. INSPECTION OF CONTRACTOR RECORDS BY OWNER.**

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

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

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

Contractor's "records", as referred to in this contract, shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as



computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the Owner in connection with Contractor's dealings with the Owner (,all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Contractor compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or his payees. Contractor shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will require Related Parties and all of Contractor's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

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

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

- 44.04 Notice of Inspection. Owner's agent or its authorized representative shall provide Contractor reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

- 44.05 Audit Site Conditions. Owner's agent or its authorized representative shall have access to Contractor facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

- 44.06 Failure to Permit Inspection. Failure by Contractor to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by Owner for cause and shall be grounds for the denial of some or all of any Contractor claims for payment by Owner.

- 44.07 Overcharges and Unauthorized Charges. If an audit inspection or examination in accordance with this Article, and finds that Contractor overcharged Owner, the Contractor shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater than \$25,000.00, Contractor shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Contractor and Owner. If such amounts owed Contractor are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Contractor hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.
- 44.08 Inspection of Subcontractor's Records. Contractor shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by Contractor to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by Owner for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by Owner to Contractor pursuant to this Agreement and such excluded costs shall become the liability of the Contractor.
- 44.09 Inspector General Audits. Contractor 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 45. LAWS AND REGULATIONS.**

- 45.01 Contractor and its employees and representative shall at all times, comply with all applicable laws, ordinances, statutes, rules and regulations (including but not limited to the State Requirement for Educational Facilities, 2007(SREF)) in effect at the time Work is performed pursuant to the Contract Documents.
- 45.02 If, during the term of this Construction Contract, there are any changed or new laws, ordinances or regulations not in existence at the time of signing this Construction Contract which become effective and which affect the cost or time of performance of the Construction Contract, Contractor shall within fifteen (15) 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 Construction 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.
- 45.03 If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, Contractor shall

within fifteen (15) days of discovery of same report the same in writing to Owner who will issue such instructions as may be necessary.

**ARTICLE 46. DISPUTE RESOLUTION.**

- 46.01 The Owner and Contractor 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.
- 46.02 The existence of a dispute between the parties shall not be the basis of the Contractor unilaterally electing not to continue performance pursuant to the terms of the Contract Documents.

**ARTICLE 47. GOVERNING LAW.**

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

**ARTICLE 48. RIGHTS AND REMEDIES.**

- 48.01 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 49. SUCCESSORS, ASSIGNS AND ASSIGNMENT.**

- 49.01 The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements and obligations contained in the Construction Contract. It is agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of the contract or its right, title and interest in and to the same or any part thereof, without previous consent of the Owner and concurred to by the Sureties.
- 49.02 If requested by Owner the Contractor agrees to assign all Subcontracts required for performance of this Contract to the Owner upon the Owner or Project Consultant's determination that Contractor has defaulted under the Contract Documents. The Contractor shall include in all Subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier, in the event of Contractor's default under this Contract, to consent to the assignment of their subcontracts to the Owner.

**ARTICLE 50. NON-DISCRIMINATION.**

- 50.01 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.
- 50.02 **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.

- 50.03 **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.

**ARTICLE 51. STRICT PERFORMANCE.**

- 51.01 No failure of either party to exercise any power or right given under this Agreement, or to insist upon strict compliance of the other party with any of its obligations, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver or variation of either party's rights to demand exact compliance with terms of the Agreement.

## Exhibit A

### Change Orders, Extra Work and Claims

1. The contract language contained in this Article will supplement and take precedence over all other change order pricing contract provisions in file contract documents provided by either the Owner or the Contractor and/or Architect/Engineer. It is understood that these contract provisions will govern the pricing and administration of all change order proposals to be submitted by the Contractor, Prime Contractors, Trade Contractors or Subcontractors (Subcontractor), and all other lower tier Contractors (Sub-Subcontractors) working on the Project. In the event of a conflict between the language in this Article and the other contract documents used for the project, the change order pricing and contract provisions in this Article shall govern.
2. Contractor agrees it will incorporate the provisions of this Article into all agreements it enters into with any entity or individual in relation to this Project. It is understood that these change order pricing provisions apply to all types of contracts and/or subcontracts specifically including lump sum (or fixed price contracts), unit price contracts, and/or cost plus contracts with or without a guaranteed maximum. It is further understood that these change order provisions will apply to all methods of change order pricing, specifically including lump sum change order proposals, unit price change order proposals, and cost plus change order proposals.
3. The term change order shall include Extra Work and Claims unless specifically excluded or further described.
4. Whenever change order proposals to adjust the contract price become necessary, the Owner will have the right to select the method of pricing to be used by the Contractor in accordance with the pricing provisions found in this Article. The options will be (1) lump sum change order proposal, (2) unit price change order proposal, or (3) cost plus change order proposal as defined in the following provisions:
  - a. **Lump Sum Change Order Proposals** - The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the additional work and/or the work to be deleted. This proposal will be itemized for the various components of work and segregated by labor, material, and equipment in a detailed format *satisfactory* to Owner. The Owner will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item by drawing as applicable).

**Labor:** Estimated labor costs to be included for self-performed work shall be based on the actual cost per hour paid by the Contractor for those workers or crews of workers who the Contractor reasonably anticipates will perform the change order work. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen,

superintendent, project manager, etc.) is considered to be included in the agreed upon Markup Percentages as outlined in paragraph 6 of this Article.

**Labor Burden** - Labor burden allowable in change orders shall be defined as employer's net *actual* cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employers for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce its standard payroll tax percentages to reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes.

**Material:** Estimated material change order costs shall reflect the Contractors reasonably anticipated net actual cost for the *purchase* of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to trade discounts, free material credits, and/or volume rebates. Cash discounts available on material purchased for change order work shall be credited to Owner if the Contractors provided Owner funds in time for Contractor to take advantage of any such cash discounts. Price quotations from material suppliers must be itemized by each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

**Equipment:** Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$1000), for Contractor or subcontractor owned equipment, the "bare" equipment rental rates allowed *to be used* for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 173 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor or subcontractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in any change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.

- b. Unit Price Change Order Proposals - As an alternative to Lump Sum Change Order Proposals, the Owner or the Contractor acting with the approval of the Owner may choose the option to use Contract Unit Prices. The Contractor will submit within seven (7) days after receipt of the Owner's written request for a Unit Price Proposal, a written Unit Price proposal itemizing the quantities of each item of work for which there is an applicable Contract Unit Price. The quantities must be itemized in relation to each specific contract drawing.

Contract Unit Prices will be applied to net differences of quantities of the same item. Such Contract Unit Prices will be considered to cover all direct and indirect costs of furnishing and installing the item including the subcontractor's Markup Percentage Fee.

- c. Cost Plus Change Order Proposals - As an alternative to either Lump Sum Change Order Proposals or Unit Price Change Order Proposals, the Owner may elect to have any extra work performed on a cost plus markup percentage fee basis. Upon written notice to proceed, the Contractor shall perform such authorized extra work at actual cost for direct labor (journeymen, apprentices, helpers, etc.), actual cost of labor burden, actual cost of material used to perform the extra work, and actual cost of rental of major equipment (without any charge for administration, clerical expense, general supervision or superintendence of any nature whatsoever, including the cost or rental of small tools, minor equipment, or plant (fabrication), plus the approved markup percentage fee. The intent of this clause is to define allowable cost plus chargeable costs to be the same as those allowable when pricing Lump Sum Change Proposals as above. Owner and Contractor may agree in advance in writing on a maximum price for this work and Owner shall not be liable for any charge in excess of the maximum. Daily time sheets with names of all Contractor's employees working on the project will be required to be submitted to the Owner for both labor and equipment used by the Contractor and / or contractors for time periods during which extra work is performed on a cost plus fee basis. Daily time sheets will break down the paid hours worked by the Contractor's employees showing both base contract work as well as extra work performed by each employee.

5. Maximum Markup Percentage Allowable on Self-Performed Work: With respect to pricing change orders to any Lump Sum Contract change order, the maximum Markup Percentage Fee to be paid to any Contractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed (the following sliding scale of percentages) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change order or extra work; (2) the net cost of material and installed equipment incorporated into the change or extra work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work. The following sliding scale will apply for the pricing of the self-performed work portion of each change order proposal request:

- a. 15% on the first \$25,000 of the change order direct cost of self-performed work,
- b. 10% on the portion of the change order direct cost of self-performed work between \$25,000 and \$50,000 and,
- c. 7.5% on the portion of the change order direct cost of self-performed work between \$50,000 and \$200,000 and,
- d. 5% on the portion of the change order direct cost of self-performed work greater than \$200,000.

6. Maximum Markup Percentages Allowable on Work Performed by Lower Tier Contractors: With respect to pricing the portion of change order proposals involving work performed by lower tier contractors, the maximum Markup Percentage Fee allowable to the Contractor supervising the lower tier contractor's work shall not-to-exceed the following

- sliding scale on the aggregate amount allowed to be charged by the lower tier contractor(s) for each change order event:
- a. 8% on the first \$25,000 of approved change order work performed by all subcontractors combined for any particular change order proposal.
  - b. 4% on any amount greater than \$25,000 of approved change order work performed by all the subcontractors combined for any particular change order proposal.
7. Sales and use tax (if applicable) shall not be subject to any Markup Percentage Fee. Any sales or use tax properly payable by the Contractors shall be added, after computing the change order amount before tax.
  8. As a further clarification, the agreed upon Markup Percentage Fee is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the Markup Percentage Fee include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind; project management; superintendents, general foremen; estimating, engineering; coordination; expediting; purchasing; detailing; legal, accounting, data processing or other administrative expenses; shop drawings; permits; comprehensive general liability insurance; auto insurance and umbrella insurance; pick-up truck costs. The cost for the use of small tools is also to be considered covered by the Markup Percentage Fee. Small tools shall be defined as tools and equipment (power or non-power) with an individual value of \$1,000 or less.
  9. The application of the markup percentages referenced in the preceding paragraphs will apply to both additive and deductive change orders. In the case of a deductive change order, after the net credit is computed by applying the sliding scale percentages as outlined, an adjustment will be made to the computed credit by multiplying the credit amount by a factor of .975 to arrive at a final credit amount to be issued to the owner. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net additive or deductive amount.
  10. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated to accomplish the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.
  11. The Contractor's proposals for changes in the contract amount or time shall be submitted within seven (7) calendar days of the Owner's request, unless the Owner extends such period of time due to the circumstances involved. If such proposals are not received in a timely manner, if the proposals are not acceptable to Owner, or if the changed work should be started immediately to avoid damage to the project or costly delay, the Owner may direct the Contractor to proceed with the changes without waiting for the Contractor's proposal or for the formal change order to be issued. In the case of an unacceptable Contractor proposal, the Owner may direct the Contractor to proceed with the changed work on a cost-plus basis with an agreed upon "not-to-exceed" price for the work to be performed. Such directions to the Contractor by the Owner shall be confirmed in writing by a "Notice to Proceed on Changes" letter within seven (7) calendar



days. The cost or credit, and or time extensions will be determined by negotiations as soon as practical thereafter and incorporated in a Change Order to the Contract.

12. In the event the Contractor has been required to furnish performance and/or payment bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in bond premium costs associated with change orders to Contractor'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 Contractor markup for overhead and profit.
13. **Accurate Change Order Pricing Information:** Contractor agrees that it is responsible for submitting accurate cost and pricing data to support its Lump Sum Change and/or Cost Plus Change Order Proposals or other contract price adjustments under the contract. Contractor further agrees to submit change order proposals with cost and pricing data, which is accurate, complete, current and in accordance with the terms of the contract with respect to pricing of change orders.
14. **Right to Verify Change Order Pricing Information:** Contractor agrees that any designated Owner's representative will have the right to examine the Contractor's records to verify the accuracy and appropriateness of the pricing data used to price change proposals. Even after a Change Order Proposal has been approved, Contractor agrees that if the Owner later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the contract regarding pricing of change orders; then an appropriate contract price reduction will be made.
15. **Requirements for Detailed Change Order Pricing Information:** Contractor agrees to provide and require all subcontractors to provide a breakdown of allowable labor and labor burden cost information as outlined in this Article. This information will be used to evaluate the potential cost of labor and labor burden related to change order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. This information is not intended to establish fixed billing or change order pricing labor rates. However, at the time change orders are priced, the submitted cost data for labor rates may be used to price change order work. The accuracy of any such agreed upon labor cost components used to price change orders will be subject to later audit. Approved change order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

The Contractor is required to notify the owner within seven (7) calendar days subsequent to an event that may lead to a claim by the Contractor or Subcontractor of any tier. The claim is to be perfected and the Owner provided a full accounting for all costs associated with the claim within thirty (30) calendar days, unless the Contractor requests in writing and the Owner agrees to a specific extension of this time. The reason for the extension is to be made known to the Owner in the written request. Any claims that are not promptly and accurately reported in keeping with this article will not be entertained. The Owner has the right to verify amounts claimed in the same manner as described in paragraphs 16 and 17 of this paragraph.

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## **Document 00800: Supplementary Conditions of the Contract**

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### **ARTICLE 1 ESTIMATING ORDER**

- A. The Contractor shall proceed with the preparation of the Lump Sum proposal in the form of the Estimating Recap Form, provided with 00545 Be Ready Notice to Proceed, and Schedule of Values, included in this Contract.
- B. The Estimating Order, provided with 00545 Be Ready Notice to Proceed, shall provide the scope of the Work, time for completion of the Work, and construction documents approved by the District's Chief Building Official.
- C. The Contractor shall not proceed to prepare a proposal without an Estimating Order in the form provided with 00545 Be Ready Notice to Proceed.
- D. The Contractor shall provide a completed proposal estimate in the form of the Estimating Recap Form and Schedule of Values within ten (10) consecutive calendar days from receipt of the Estimating Order.

### **ARTICLE 2 ESTIMATING RECAP FORM**

- A. The Contractor shall fully complete the Estimating Recap Form based upon the Schedule of Values attached thereto.
- B. The Contractor shall acknowledge the scope of Work and time for completion of the Work on the Estimating Recap Form.
- C. The Estimating Recap Form shall become a part of the Contract along with the Estimating Order, Project Cost Sheet, Construction Documents, and other documents received from the Project Manager or Project Consultant pertaining to the scope of the Work, time for completion of the Work, and other terms and conditions relating to the Work.

### **ARTICLE 3 SCHEDULE OF VALUES**

- A. The Contractor shall fully complete the Schedule of Values and attach it to the Estimating Recap Sheet as the proposal estimate submitted to the Project Manager.
- B. The Contractor shall submit the proposal estimate to the Project manager and Project Consultant simultaneously.
- C. The Contractor shall list each item of Work separately and in accordance with the Schedule of Values.
- D. The Contractor shall indicate each line item on the Schedule of Values.

- E. The Contractor shall indicate the Work performed by itself and its Subcontractors, Sub-Subcontractors, and all other entities, on the Schedule of Values.
- F. The Contractor shall not propose work in any manner other than as a lump sum.
- G. The Contractor shall indicate the amounts for overhead and profit on separate lines of the Schedule of Values.
- H. The Contractor shall be entitled to costs for General Requirements and General Conditions items required in the Estimating Order only. Such costs shall be limited to direct costs for the required management and support of the Work in the field. The Contractor shall not be entitled to any home office costs of any kind.
- I. The Owner's Representative shall determine the cost based upon the Construction Documents utilizing RS Means and the Single Fixed Multiplier in Document 00520, Form of Agreement in Article 4.01, Table A.
- J. The Contractor's Lump Sum Cost Proposal will be compared with the cost in Article I above and shall be rejected if it exceeds the amount determined as the cost.
- K. The Contractor's Lump Sum Cost Proposal may be accepted and may result in issuance of a NTP and purchase order.
- L. The Owner reserves the right to not issue a NTP and purchase order. The Contractor agrees that it is not entitled to compensation for the preparation of the Lump Sum Cost Proposal or any other costs should the Owner not issue a NTP and purchase order.

General Conditions which may be Cost of the Work, if specifically included in the Construction Documents, include but are not limited to: field office rental, field office setup, field office janitorial, field office security, field office furniture, temporary storage containers, temporary plywood partitions, copy machines, fax machines, computers, postage, couriers, blueprints and copies of blueprints, as built drawings, closeout documents, Critical Path Method Scheduling consultants, security guards, I.D. badges, drug testing, living expenses, progress photographs, quality control systems, daily cleanup, final cleaning, pest control, trash dumpsters and associated fees, trash hauling equipment, trash chutes, scaffolding, radios, surveys and layouts, geotechnical surveys, job signs, safety rails, safety supplies, first aid supplies, safety inspections, water/ice/cups, fire extinguishers, temporary roads, tree protection, small tools, temporary fencing, silt fencing, barricades, material unloading, material hoists, personnel hoists, golf carts, punch lists, telephone systems and associated charges, electrical charges, water charges, temporary heat, portable toilets and tanks, general purpose labor, general purpose carpenters, salaries at project site, horizontal and vertical transportation of materials and personnel, parking space, storage, and the costs of the Superintendent and Project Manager.

#### **ARTICLE 4 NOTICE TO PROCEED**

- A. The Contractor shall proceed with the Work upon receipt of the fully executed and approved, by all parties, Notice to Proceed (NTP) referenced within the Contract, Purchase Order, and Building Permit.
- B. The Contractor shall comply with the terms included in the NTP and by reference the Estimating Order, Estimating Recap Form, Schedule of Values, Construction Documents, and other documents received from the Project manager or Project Consultant pertaining to the scope of the Work, time for completion of the Work, and other terms and conditions relating to the Work.
- C. The Contractor shall not proceed with the Work prior to receipt of the fully executed and approved, by all parties, Notice to Proceed (NTP) referenced within the Contract, Purchase Order, and Building Permit.

#### **ARTICLE 5 PROGRESS PAYMENTS**

- A. The Contractor shall submit progress payments on Documents 00435 and 01290a. The progress payments shall be an accurate accounting of all costs to date and in the current period.
- B. The Contractor shall tabulate all unit quantities consumed in the Work listed according to the approved Schedule of Values and attach same to each Document 00435 and 01290a submitted for payment.
- C. The Contractor shall include the total costs in Section B above on Document 00435.
- D. The Contractor, by submitting the progress payments, certifies that the Work presented in the progress payment is accurate.
- E. The Contractor shall provide all documentation substantiating the Work including but not limited to time sheets, payroll registers, cancelled checks, subcontracts, invoices, change orders, agreements, purchase orders, leases, contracts, commitments, field notes, daily diaries, superintendent reports, drawings, receipts, vouchers and other documents accounting, measuring, or otherwise quantifying the completed Work.
- F. The Owner may employ the Project Consultant or a third party to review the Work performed by the Contractor.
- G. The Contractor shall not be entitled to additional costs in the event it claims it omitted costs for Work included in the Construction Documents.

**END OF DOCUMENT 00800**

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**The School Board of Broward County, Florida  
Procurement and Warehousing Services  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00800a: ESTIMATING ORDER**

**Via – Fax, Email**

**Date:** \_\_\_\_\_, 20\_\_

**Name, Title, Company Name, Address:**

**Facility:  
Site Number:  
Project No.:  
Project Title:**

Dear **(Contractor President)**:

Please submit a cost estimate for this project utilizing the Construction Services Minor Projects Contract dated \_\_\_\_\_ for \_\_\_\_\_ Services. Submit your estimate in writing on the Estimating Recap Form and Project Cost Sheet. **Please contact \_\_\_\_\_, Project Manager for further instructions at XXX-XXX-XXXX.**

Submit your estimate proposal to \_\_\_\_\_, Construction Purchasing Agent at the above address within ten (10) days of your receipt of this Estimating Order.

Time for Completion of the Work	XXX Consecutive Calendar Days from the date stipulated on the Notice to Proceed for Substantial Completion
Time for Completion of Final Completion	XXX Consecutive Calendar Days from Substantial Completion

If you have any questions, please contact \_\_\_\_\_, Construction Purchasing Agent at 754-321-0505 or email to \_\_\_\_\_.

Sincerely,

\_\_\_\_\_, Chief Facilities & Construction Officer  
Office of Facilities & Construction

XXX/XXX:xx  
Attachments

cc: \_\_\_\_\_, Executive Director  
\_\_\_\_\_, Project Manager  
\_\_\_\_\_, Construction Purchasing Agent  
\_\_\_\_\_, Project File

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**The School Board of Broward County, Florida**  
**Procurement and Warehousing Services**  
**7720 W. Oakland Park Blvd., Suite 323**  
**Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00800b: ESTIMATING RECAP FORM**

<b>PROJECT NO.:</b>		<b>SITE NUMBER:</b>	
<b>PROJECT NAME:</b>			
<b>SCHOOL/BUILDING NAME:</b>			
<b>SBBC's PROJECT MANAGER:</b>			
<b>CONTRACTOR:.</b>		<b>CONTRACTOR'S TELEPHONE #:</b>	
<b>CONTRACTOR'S ADDRESS:</b>			
<b>ACTIVITY</b>			
DEMOLITION WORK		\$	_____
NEW ARCHITECTURAL WORK		\$	_____
MECHANICAL WORK		\$	_____
ELECTRICAL WORK		\$	_____
PLUMBING WORK		\$	_____
SPECIALTY WORK		\$	_____
OTHER		\$	_____

<b>A.</b>	<b>The Work - Lump Sum</b>	<b>\$</b>	
<b>B.</b>	<b>Cost of Performance and Payment Bonds</b>	<b>\$</b>	
<b>C.</b>	<b>Cost of Builder's Risk Insurance</b>	<b>\$</b>	
<b>D.</b>	<b>Lump Sum Proposal – Total Construction Cost (A,B, and C)</b>	<b>\$</b>	
<b>E.</b>	<b>Number of days to substantial completion</b>		<b>Days</b>
<b>F.</b>	<b>Number of days to final completion</b>		<b>Days</b>

\_\_\_\_\_  
**Contractor's Officer's Typed Name and Title**

\_\_\_\_\_  
**Contractor's Officer's Signature** **Date**

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**The School Board of Broward County, Florida  
Procurement & Warehousing Services Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**(754) 321-0505**

**Document 00910: Addendum**

**To: All Prospective Bidders**

<b>Addendum No.:</b>	_____
<b>Date:</b>	_____
<b>Date:</b>	_____

Project No.: P.00#### - ITB# 17-134C  
 Location No.: Various Locations  
 Project Title: Construction Services Minor Projects (CSMP) – Roofing Contractor  
 Facility Name: Various Locations

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the proposed Contract Documents and change the original bidding documents only in the manner and to the extent stated.

Receipt of this Addendum must be acknowledged by inserting its number and date on the Proposal Form. Failure to do so may subject the Bidder to disqualification. The bidder must also sign and attach each addenda to the Bid.

**NOTE:** Addenda may be obtained by visiting the following website:  
<http://www.broward.k12.fl.us/constructioncontracts/bid.html>  
 (Click the “View Our Bids on Demand Star” link)

See attached pages for addendum content.

**Bidder’s Acknowledgement of Receipt of Addendum (Bidder must sign & attach to Bid)**

(Bidder’s Firm Name)	(Authorized Representative Name)	(Authorized Representative Signature)	(Date)

Recommended:			
	(Project Consultant’s Name)	(Project Consultant’s Signature)	(Date)
Reviewed & Approved:			
	(Project Manager’s Name)	(Project Manager’s Signature)	(Date)
Issued:			
	(Procurement Department)	(Procurement Department Signature)	(Date)

Distribution: 1. Project Consultant 2. Construction Contracts Section 3. Project Manager 4. Project File

**This Addendum is to provide the information below:**

SAMPLE

Distribution: 1. Project Consultant 2. Construction Contracts Section 3. Project Manager 4. Project File