

Project Manual

Project Name:	Various
Project Number:	Various
Location Number:	Various
Project Location:	Various
Bid Name:	Construction Services Minor Projects
Bid Number:	ITB26-064



The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
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October 22, 2025



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

(754) 321-0505

Document 00002: Project Directory

Project: Project Name: [Insert Project Name]
 Project Number: [Insert Project No.]
 Location Number: [Insert Location Number]

 Location Name: [Insert Location Name]
 Location Address: [Insert Location Address]
 Location City, State Zip: [Insert City, State Zip]

Project [Per Project]
Consultant: [Insert Address of Project Consultant]

Owner: The School Board of Broward County, Florida
 600 SE 3rd Avenue
 Fort Lauderdale, FL 33301

Project Manager: [Unknown At This Time]
 Office of Facilities & Construction
 2301 NW 26th St., Building 7
 Fort Lauderdale, FL 33311



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

Document 00006: Professional Signatures & Seals

Architect: (Insert)

**Structural
Engineer:** (Insert)

**Mechanical,
Plumbing &
Electrical Engineer:** (Insert)

Document 00007
Compliance with Davis-Bacon & Related Acts

NOTICE TO ALL BIDDERS

1.00 APPLICABILITY

In accordance with the Code of Federal Regulations (CFR) included in the Davis-Bacon Act (40 USC 276a-276a-7) be advised that all construction contracts for the construction, alteration, or repair of a public building within the United States in excess of \$2,000 and funded with federal dollars in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009 (ARRA), Publication L. No 111-5,123 Stat, 115, Division A of ARRA requires the following:

A. The Contractor shall:

1. Comply with all recordkeeping and reporting requirements according to:
 - (a) U.S. Department of Labor Memorandum No. 207 describing applicability of the acts
 - (b) U.S. Department of Labor Payroll Form 347 (The use of this form is mandatory)
 - (c) Wage Determination of latest edition
 - (d) Post Employee Rights Poster in accordance with Davis-Bacon requirements
 - (e) U.S. Department of Labor Overview of Labor Standards Coverage under American Recovery and Reinvestment Act (ARRA)
 - (f) Chapter 15 of the Field Operations Handbook-6/29/90 by the Department of Labor
 - (g) Copeland Act (Anti-Kickback)
 - (h) Davis-Bacon Act
 - (i) Contract Work Hours & Safety Standards Act
 - (j) Part 3 & 5 of the Secretary of Labor's regulation (Part 3&5), Subtitle 29, CFR; and
 - (k) Executive Order 11246 (Equal Employment Opportunity)
2. All these items need to be for the primary site of work and any additional secondary site related or named under the signed contract, the physical place or places where the construction called for in the contract will remain when work on it is completed; and any other site where a significant portion of the building or work is constructed, provided that such site is—
 - (a) Located in the Broward County Jurisdiction of the State of Florida, United States; and
 - (b) Established specifically for the performance of the contract or project;

3. Exempt from the application of these Acts will include any fabrication plants, mobile factories, and batch plants, borrow pits, job headquarters, tool yards, etc., provided--
 - (a) They are dedicated exclusively, or nearly so, to performance of the contract or project; and
 - (b) They are adjacent or virtually adjacent to the "primary site of the work" or the secondary site of the work.
 - (c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or project (with Federal Funds). In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." (Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract).
4. All laborers and mechanics employed or working **upon the site of the work** will be paid unconditionally and not less often than once a week, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)).
 - (a) Full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the **wage determination of the Secretary of Labor** which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
 - (b) Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.
 - (c) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of section 4(c)(iv) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.
 - (i) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed. (Without regard to skill, except as provided in the section of this clause entitled Apprentices and Trainees).
 - (ii) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually

worked therein; provided that the employer's payroll records (Department of Labor Form WH- 347) accurately set forth the time spent in each classification in which work is performed.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
- (d) The **wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times** by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.
- (e) The wage rate (including fringe benefits, where appropriate) determined pursuant to this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the approved classification. (At the primary and secondary sites).
- (f) The Contractor and its sub-contractors will use Department of Labor Form WH-347, with each weekly submittal of the payroll report to the Contracting Office and/ or his representative on a weekly basis, to the Owners Administrative Office.
- (g) The Contractor and his Sub-Contractors will;
 - (i) Maintain Payrolls and basic records prepared by the Contractor and sub-contractors during the course of the work and preserved them for a period of 3 years thereafter for all laborers and mechanics working at the site of the work.
 - (ii) Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act) (daily and weekly number of hours worked, deductions made, and actual wages paid)
 - (iii) Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (iv) **Contractor shall submit the weekly certify payrolls for each week in which**

any contract work is performed to the Owner's representative. The submitted set shall set out accurately and completely all of the information required to be maintained under this clause. This information shall be submitted in **Form WH-347 (Federal Stock Number 029-005-00014-1)** which is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. **The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.**

- (v) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify—
 - (1)(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (g)(ii) of this clause and that such information is correct and complete;
 - (2)(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and
 - (3)(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (h) The weekly submission of a properly executed certification set forth on the reverse side of Form WH-347 and shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (g)(v) of this clause.
- (i) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (j) The Contractor or subcontractor shall make the records required under paragraph (g) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor.
- (i) The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as necessary, even to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment from participating in SBBC work or by federal regulations. (29CFR 5.12).

- (ii) In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(k) **APPRENTICES**

(1) Apprentices

- (1)(i) Apprentices will be permitted to work at less than the predetermined rate for the work performed when employed--
 - (2)(ii) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
 - (3)(iii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
 - (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
 - (4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
 - (5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

- (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(l) TRAINEES

(1) Trainees

- (1)(i) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

- (2)(ii) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

- (3)(iii) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (m) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

B. SUBCONTRACTS (LABOR STANDARDS)

1. Definition

- (a) Construction, alteration or repair, as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--
 - (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (2) Painting and decorating;
 - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
 - (4) Transportation of materials and supplies between the primary and secondary site of work as described in this contract and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of this contract.
- (b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the Broward County, Florida, the clauses entitled--
 - (1) Davis-Bacon Act;
 - (2) Contract Work Hours and Safety Standards Act--Overtime Compensation (if the clause is included in this contract);
 - (3) Apprentices and Trainees;
 - (4) Payrolls and Basic Records;
 - (5) Compliance with Copeland Act Requirements;
 - (6) Withholding of Funds;
 - (7) Subcontracts (Labor Standards);
 - (8) Contract Termination--Debarment;
 - (9) Disputes Concerning Labor Standards;
 - (10) Compliance with Davis-Bacon and Related Act Regulations; and
 - (11) Certification of Eligibility.
- (c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the project of the Broward County School Board with all the contract clauses cited in paragraph (b).
- (d) The Prime Contractor within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF), "Statement and Acknowledgment", for each subcontract for construction forming part of his workforce,

including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(1i) or any other contract awarded (subsequently) to a subcontractor, will also within 14 days after the award the Prime Contractor shall deliver to the Contracting Officer an updated "Statement of Knowledge" for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the jurisdiction of the Broward County School Board (SBBC).

5. The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.
6. The Contracting Officer (SBBC) shall approve an additional classification and wage rate and fringe benefits there for only when all the following criteria have been met: (Per FAR 22.403 and FAR 22.406-2)
 - (a) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (b) The classification is utilized in the area by the construction industry.
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (d) With respect to helpers, such a classification prevails in the area in which the work is performed
 - (e) If the Contracting Officer agrees on additional classification and wage rate (including the amount designated for fringe benefits, where appropriate) with the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives. The Contracting Officer will prepare a report to; (Per FAR 22.403 and FAR 22.406-2)
 - (i) The Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
 - (f) If the Contracting Officer does not agree on the proposed classification and wage rate (Including the amount designated for fringe benefits, where appropriate) with the Contractor, the laborers or mechanics to be employed in the classification, or their representatives. The Contracting Officer shall refer the questions (including the views of all interested parties and the recommendation) to;
 - (i) The Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination

within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(End of clause)

DOCUMENT 00007a

COMPLIANCE WITH DAVIS-BACON & RELATED ACTS

NOTICE TO ALL BIDDERS

DEPARTMENT OF LABOR NEW & CURRENT WAGE DETERMINATION AS ISSUED BY THE CONTRACTING AGENT

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

DOCUMENT 00007b

COMPLIANCE WITH DAVIS-BACON & RELATED ACTS

NOTICE TO ALL BIDDERS

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

WH-347 (PDF), OMB Control No. 1235-0008, Expires 04/30/2021.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No. and Location No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

(End of Section)



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

(754) 321-0505

Document 00008: Pre-Qualification of Contractors Notice

NOTICE TO ALL BIDDERS

Please 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 7003.1 at the time of the bid opening. Bids submitted from firms not in compliance with these requirements will not be opened.

Awarded bidders must maintain a Pre-Qualification Certificate with The School Board of Broward County, Florida throughout the life of the contract with the minimum pre-qualification limit requirement.

For your convenience, Procurement & Logistic Operations have an eProcure Online Supplier Portal. A one-stop shop for Online Registration, E/S/M/W Business Enterprise Certification and Contractor Pre-Qualification.

Simply click the link below to access the eProcure Online Supplier Portal, powered by Ariba. <http://schoolboardofbrowardcounty.supplier.ariba.com/register>



Document 00009: Background Screening of Contractual Personnel

NOTICE TO ALL BIDDERS

Background Screening. Bidder, if awarded a contract, agrees to comply with all requirements of Sections 1012.32, 1012.465 and 1012.467, 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 The School Board of Broward County, Florida (SBBC or Owner) 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 from Bidder's failure to comply with the requirements of this section or Sections 1012.32, 1012.465 and 1012.467, 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 Sections 1012.32, 1012.465 and 1012.467, 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.

The Work included in these documents will require the successful Bidder to comply with the foregoing requirements.

PLEASE REVIEW THE FOLLOWING DOCUMENTS FOR OTHER INSTRUCTIONS RELATING TO BACKGROUND SCREENING REQUIREMENTS:

Document 00101
Document 00200
Document 00455
Document 00700
Document 01560



Document 00010: Project Manual

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00007b	Instruction for Completing Form WH-347	3
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00101	Advertisement for Bids	8
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00433	Subcontractors List	2
00435	Schedule of Values	10
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00450	W-9 Request for Taxpayer Identification Number and Certification	1
00455	Background Screening of Contractual Personnel	3
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00470	EDDC Statement of Intent to Perform	1
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01572	Construction Waste Management	6
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01770e	Project Consultant's Letter Establishing Substantial Completion Date	1
01770f	Contractor's Request for Final Completion Inspection	1
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Division 6 - WOOD & PLASTIC

Division 7 - THERMAL & MOISTURE PROTECTION

Division 8 - DOORS & WINDOWS

Division 9 - FINISHES

Division 10 - SPECIALTIES

Division 11 - EQUIPMENT

Division 12 - FURNISHINGS

Division 13 - SPECIAL CONSTRUCTION

Division 14 - CONVEYING SYSTEMS

Division 15 - MECHANICAL

Division 16 - ELECTRICAL



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

Document 00015: List of Drawings

Bid No/Name: – Construction Services Minor Projects
Project No:
Project Title:
Location No:
Location Name:

Firm Name:
Original Date:
Revision #:
Revision Date:

Drawing Number	Drawing Title	Revision No.	Date
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The School Board of Broward County, Florida
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Document 00101: Advertisement for Bids

Notice is hereby given the SEALED BIDs will be received by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, (SBBC) at the Procurement & Logistic Operations Department, 7720 W. Oakland Park Blvd., Sunrise, FL 33351 up to 02:00 PM the 4th day of December 2025 and opened immediately thereafter in Bid Room #1, #2, #3 and/or #4, for provision of all materials and labor necessary for:

Bid No: ITB26-064
Bid Title: Construction Services Minor Projects (CSMP)
Project No/Name: Various Projects
Location No/Name: Various Locations

Scope of Work: 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.

For Group A: Projects Valued from \$0-\$1,000,000 Million

1. Mechanical Contractor
2. Roofing Contractor
3. Fire Sprinklers/Suppression Contractor

For Group B: Projects Valued over \$200,000 to less than \$1,000,000 Million

1. Electrical Contractor
2. Site Utilities Contractor
3. Fire Sprinklers/Suppression Contractor
4. Roofing Contractor

For Group C: Projects Valued \$1,000,000-\$7,500,000 Million

1. Mechanical Contractor
2. Fire Sprinklers/Suppression Contractor

Contract Amounts and terms for this CSMP are indicated below by Group for each work category.

Group A: Projects valued from \$0 to \$1,000,000.					
Work Category	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
Mechanical	\$3,000,000	\$1,000,000	3 Year	1 Year	2
Roofing	\$4,000,000	\$3,000,000	3 Year	1 Year	2
Fire Sprinklers-Suppression	\$4,000,000	\$3,000,000	3 Year	1 Year	2

Group B: Projects valued over \$200,000 to under \$1,000,000.					
Work Category	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
Electrical	\$4,000,000	\$4,000,000	3 Year	1 Year	2
Fire Sprinklers-Suppression	\$4,000,000	\$3,000,000	3 Year	1 Year	2
Site Utilities	\$3,000,000	\$1,000,000	3 Year	1 Year	2
Roofing	\$4,000,000	\$3,000,000	3 Year	1 Year	2

Group C: Projects valued from \$1,000,000 to \$7,500,000					
Work Category	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
Mechanical	\$7,500,000	\$7,500,000	3 Year	1 Year	2
Fire Sprinklers-Suppression	\$7,500,000	\$7,500,000	3 Year	1 Year	2

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

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&LP=BB&mi=10150

(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: 10:00 AM
Date: November 4, 2025
Location: 7720 W. Oakland Park Blvd
Suite 323
Sunrise, FL 33351

All general contract and subcontract Bidders and suppliers are invited. Representatives of the Owner and the Project Consultant will be in attendance.

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 \$5,000.00 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 SBBC 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 7003.1 at the time of the Bid opening. A Bidder must meet the minimum prequalification limits to participate in the Group in which it is bidding. Bids submitted from firms not in compliance with these requirements will not be opened.

To be advertised on:

October 22, 2025

END OF DOCUMENT



Document 00020: List of Schedules

Bid No. / Name: - Construction Services Minor Projects
Project No:
Location No:
Project Title:
Location Name:

Schedule Title	Drawing Location	Project Manual Location
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Civil Engineering

Landscape Architecture

Architecture

Structural Engineering

Mechanical Engineering

Electrical Engineering



The School Board of Broward County, Florida
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Document 00200: Instructions to Bidders

The School Board of Broward County, Florida, (SBBC) 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 & Logistic Operations 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 Logistic Operations 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 "YES" below.**

Division #	Division Title	Required Submission
1. 00007	Davis-Bacon Act Notice – To All Bidders	
2. 00007	Davis-Bacon & Related Acts – Notice To All Bidders	
3. 00007a	Davis-Bacon & Related Acts – Notice To All Bidders	
4. 00007b	Davis-Bacon & Related Acts – Wage and Hour Division	
5. 00008	Pre-Qualification Of Contractors Notice	
6. 00009	Background Screening Of Contractual Personnel	
7. 00101	Advertisement for Bids	
8. 00200	Instruction to Bidders	
9. BDEP-400	Shop Drawing and Product Approvals and Checklist of Document Required for Roof Permit	
10. 00220	Bidder's Request for Information	
11. 00300	Information Available to Bidders	

12.	00410	Bid Form	YES
13.	00420	Bid Security Form	YES
14.	00425	Certificate of Intent	YES
15.	00433	Subcontractors List	
16.	00435	Schedule of Values	
17.	00437	Project Cost Breakdown	
18.	00450	Request for Taxpayer Identification Number and Certification	YES
19.	00455	Background Screening of Contractual Personnel	YES
20.	00457	Drug-Free Workplace Certification	YES
21.	00460	Trench Act Compliance Statement	YES
23.	00470	EDDC Statement of Intent	
24.	00471	EDDC Bidder/Proposer Assurance Statement	YES
25.	00475	EDDC Subcontractors Participation Schedule	
28.	00485A	Change to Utilization Plan	

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.	00550	Notice to Proceed - CSMP	
5.	00600	Performance Bond	
6.	00610	Payment Bond	
7.	00620	Subcontractor's Performance Bond	
8.	00625	Subcontractor's Payment Bond	
9.	00630	Rider Performance Bond	
10.	00635	Rider Payment Bond	
11.	00640	General Release and Full Release of Lien	
12.	00700	General Conditions of the Contract	
13.	00800	Supplementary Conditions of the Contract	
14.	00800a	Estimating Order	
15.	00800b	Estimating Recap Form	
16.	00910	Addenda	YES
17.		Drawings	
18.		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 and/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 them.
- 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. Also referred to as a subcontractor.
- 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 the 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 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 based his Bid upon the materials, equipment and systems required by the Bidding Documents without exception.

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 (2) 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 their own company, or that of their 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

1. 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.
2. 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.browardschools.com/Page/36173>

(Click the “ For SBBC’s current solicitations and addendums CLICK HERE” link)

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

B. 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.

- C. 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.'

D. 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 Facilities and Construction Management Division 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 & Logistic Operations 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 on 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)** to:

Mark Cohen, Purchasing Agent
Procurement & Logistic Operations Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351
Tel: (754) 321-0510
Fax: (754) 321-0534
Email: mark.cohen2@browardschools.com

- C. To be given consideration, all RFIs must be received by the Procurement & Warehousing Services Department 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:	10:00 A.M.
Date:	November 4, 2025
Location:	7720 W. Oakland Park Blvd. Suite 323 Sunrise, FL 33351

- B. Attendance for those submitting a Bid to the SBBC 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 posted on DemandStar. These minutes will not form part of the Contract Documents.
- F. Information relevant to the Bidding Documents will be recorded in an Addendum, issued on DemandStar.

3.04 ADDENDA

- A. Addenda will be posted on DemandStar. Bidder shall acknowledge receipt of any Addenda by completing Document 00910, Addendum. Executed copies of the first page of each addendum shall be included with the bid submittal.

- B. 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.
- C. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

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 (See Section 1.01):
 - 1. **00410, Bid Form**
 - 2. **00420, Bid Security Form**
 - 3. **00425, Certificate of Intent**
 - 4. **00450, Request for Taxpayer Identification Number and Certification Form, Page One (1)**
 - 5. **00455, Background Screening of Contractual Personnel**
 - 6. **00457, Drug-Free Workplace Certification**
 - 7. **00460, Trench Act Statement**
 - 8. **00471, EDDC Bidder / Proposer Assurance Statement.**
 - 9. **00910, Addenda**
- B. All blanks on the Bid Form and other Owner standard documents shall be filled in by Typing, computer or manually in ink, preferably blue.
- C. As indicated on the Bid Form, sums shall be expressed in both words and figures, as a single-fixed multiplier less than 1.0.
- 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. 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.

F. 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 Construction Industry Licensing Board 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.

G. Each Awarded Bidder shall be required to maintain its prequalification status with minimum per project limits.

H. Each Awarded Bidder will be required to perform a minimum percentage of the Work on each project assigned with its own forces. The minimum percentage is indicated on Document 00425 Certificate of Intent, a notarized certification of the work to be performed.

I. 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.

- J. 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 by the Owner.

4.03 SUBMISSION OF BIDS

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

**Purchasing Agent
Procurement & Logistic Operations
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 Bid Number and Name, Project Number, 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 Facilities and Construction Management Division.
- 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:

**Purchasing Agent
Procurement & Logistic Operations
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 SBBC. 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 SBBC, fails to accept the Bid within sixty (60) calendar days after the date fixed for opening bids.

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 & Logistic Operations Department at (754) 321-0505 prior to the Bid Opening. If you are hearing or speech impaired, please contact the Procurement & Logistic Operations Department by using the Florida Relay Service which can be reached at 1-800-955-8771 (TDD).
 - 2. When calling the Procurement & Logistic Operations 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 POSTING OF BIDS

- A. Recommendation and tabulation will be posted on or before seven (7) days after the Bid date by 5:00 p.m. online at www.demandstar.com and in the Procurement & Logistic Operations Department front desk located at:

Procurement & Logistic Operations Department
c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.

- B. The Abstract of Bids with the recommendation will remain online at www.demandstar.com and on display at the Procurement & Logistic Operations Department front desk 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, VIII(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 & Logistic Operations 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.
- C. 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.

5.03 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 SBBC. 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 SBBC.
- D. Non-Responsible Bidders: The Owner shall have the right to reject Bids from Bidders whom the Owner has determined to be non-responsive. A Bidder determined to be non-responsive shall be prohibited from bidding or receiving Contracts for any future work for The SBBC 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-responsive and not eligible for bidding on or receiving future Contracts with The SBBC.

5.04 ACCEPTANCE OF BID (BASIS FOR AWARD)

- A. No award will be binding upon the Owner until the Contract has been executed.

It is the intent of the Owner to award a Contract to the Responsible Bidders submitting and matching the lowest Responsive Single Fixed Multiplier Bid in accordance with the requirements of the Bidding Documents.

The lowest Responsible Bidder (and the sequential order of the next lowest Bidders) will be established through an evaluation of the Single Fixed Multiplier. The top number of Bidders agreeing to meet the lowest Bidder's Single Fixed Multiplier recommended up to single fixed multiplier will be the maximum allowed per Work Category and Group.

- B. Contractor remains the low bidder on the combination of the Base Bid and the alternates selected.
- C. The Economic Development & Diversity Compliance Department will review Supplier Diversity Outreach Program documents and provide the compliance status of each bidder.

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) and post-bid information by the Economic Development & Diversity Compliance Department and the recommendation for award by the Director of Procurement & Logistic Operations, the Superintendent of Schools will submit a recommendation for Award of the Contract to The SBBC.
- B. **Document 00505, Notice of Intent to Award** will be issued upon authorization by the Director of Procurement & Logistic Operations to recommend award to the Superintendent and Board. The Notice of Intent of Award is issued in order to give notice to the bidder to submit four (4) original executed agreements (Document 00520), within ten (10) calendar days of receipt.
- C. Upon The SBBC's action to approve award of the Contract, the Owner will issue **Document 00510, Notice of Award**. Document 00510 will have instructions to submit post award documents including but not limited to certificates of insurance and other items of post-award information as delineated in the Articles below.
- D. Failure to submit the post awards documents within ten (10) 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

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

ARTICLE 9 PERFORMANCE AND PAYMENT BONDS

9.01 BOND REQUIREMENTS

- A. Bonds will be required for any project over \$200,000.00.
- B. The selected awarded Bidder shall 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 ten (10) calendar days after its Proposal has been accepted in accordance with Article 12.01. 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 a guarantee period of one year against faulty work, and shall be on the forms as provided by the Owner.
- C. 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.

- D. 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.
- E. 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, 00630, Rider Performance Bond, and 00635, Rider Payment 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 ten (10) 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 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, the awarded Bidder may be contacted using Document 00800a: Estimating Order, to request a cost estimate on a specified scope of work. Awarded Bidder shall use Document 00800b, Estimating Recap Form, to provide an initial estimate. Upon acceptance of estimate, the submittal of the required recorded performance and payment bonds, certificates of insurance, M/WBE documents for the specified projects, receipt and approval of the required post-bid/proposal information, and issuance of the Building Permits by the Chief Building Official, the Director of Procurement & Logistic Operations Services will issue **Document 00550, Notice to Proceed**.
- B. Site Visit: Prior to providing a proposal, awarded Bidder may visit the site, become familiar with all local site conditions.

Awarded Bidder agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awarded Bidder, all of its personnel and its subcontractors and subcontractors' 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 The SBBC in advance of Awarded Bidder or its personnel providing any services under the conditions described in the previous sentence. Awarded 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 Awarded Bidder and its personnel. The Parties agree that the failure of Awarded Bidder to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling The SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awarded Bidder agrees to indemnify and hold harmless The SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Awarded Bidder's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Awarded Bidder agrees to indemnify and hold harmless the Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Awarded 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 Awarded 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.

1. Any Awarded Bidder or other interested party shall arrange to visit the project site by contacting the applicable Project Manager.
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 education facility, awarded Bidder(s) 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 Awarded 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. Awarded Bidders shall not photograph, videotape, or otherwise record students, faculty, or staff members.
7. Awarded 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, Awarded Bidder(s) shall report in to the facility's main administrative offices, check out, and promptly leave the premises.

C. Additional Site Investigations:

1. Awarded Bidder may request additional access to the project site for conducting more exacting examinations or tests of existing conditions if needed.
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 project schedule, or have some other detrimental effect on the Owner-as judged by the Owner at its sole discretion.

D. The Awarded Bidder by submitting a proposal, represents that it has:

1. Visited the site and become familiar with all local site conditions.
2. Based its Proposal upon observations made during the site visit, becoming familiar with local conditions under which the Work is to be performed and has correlated the awarded Bidder's personal observations with the requirements of the proposed Contract Documents.
3. Read and understands the Project Manual and the Proposal is made in accordance therewith.

4. Read and understands the Project Manual and Proposed Contract Documents, to the extent that such documentation relates to the Work for which the Proposal is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
5. Has based its Proposal upon the materials, equipment, and systems required by the Project Manual without exception.
6. Understands it may submit proposals for the same project along with other awarded Bidders in its Work Category and Group.

E. Requirements for Notice to Proceed:

In order to release a Notice to Proceed for a CSMP Project, accepted proposals should be submitted with

1. **00800b, Estimating Recap Form**
2. SBBC Prequalification Certificate
3. **00425, Certificate of Intent**
4. **00433, Subcontractors List:** 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.
5. **00435, Schedule of Values**
6. **Approved Construction Schedule**
7. **EDDC Document 00470, and 00475, refer to Document 00472 and Document 00101 for more information.**

The site and/or existing facilities for Work related to this project will not be available until such time as indicated on Document 00500 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.

F. SUBMITTALS

The awardee shall furnish to the Owner in writing upon acceptance of proposal:

- A. **Document 00425: Certificate of Intent:** A notarized certification of the work to be performed with the Awarded Bidder's own forces indicated by a percentage of the Proposal Price;
- B. **Document 00433, Subcontractors List (Also required with Proposal):** 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.
- C. **Document 00600 Performance Bond and Document 00610 Payment Bond (where applicable):** The awardee shall furnish satisfactory performance and payment bonds, 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 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.

D. **Document 00620 Subcontractor Performance Bond And Document 00625 Subcontractor Payment Bond (unless waived by Owner):** Proof, in the form of copies of properly executed bond forms attached to Document 00433, Subcontractors List, that the following major subcontractors:

- HVAC/Mechanical
- Roofing
- Electrical
- Plumbing
- Shell and Concrete

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:

1. 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.
2. Be on the forms as provided by the Owner.
3. 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.
4. 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..
5. 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.

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 S/M/WBE Subcontractors participating in the Owner's S/M/WBE Subcontractor Programs as described elsewhere in the Contract Documents.

E. **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.

F. **Document 00435, Schedule of Values:** A detailed cost breakdown showing the estimated quantities and costs of each operation involved in the Work.

G. **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.

- H. **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.
- I. 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 fifteen percent (15%) percent of the total Work.**
 2. The Owner will notify the Awarded Bidder in writing if the Owner, after due investigation, has reasonable objection to a person or entity proposed by the Awarded Bidder. If the Owner has reasonable objection to a proposed person or entity, the Awarded Bidder may, at the Awarded Bidder's option, (I) 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 Proposal for Base Bid or Alternate Bid items that would exceed the funds available to the Owner.
 3. Persons and entities proposed by the Awarded 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.

END OF DOCUMENT



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

Document 00220: Bidder's Request for Information

To: Mark Cohen, Purchasing Agent
Procurement & Logistic Operations
7720 W Oakland Park Blvd, Suite
323 Sunrise, FL 33351

Date: _____

(For Owner's Use Only)

Bidder's

RFI No.:

Bid No/Name: ITB26-064/Construction
Services Minor Projects

Project Number & N/A

Location Number: _____

Project Name: N/A

Facility Name: N/A

Project Consultant: N/A

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 registered Bidders. No verbal or written interpretations of the Bidding Documents will be given to individual Bidders.



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

Document 00225: Bidder's Substitution Request

To: Mark Cohen, Purchasing Agent
Procurement & Logistic
Operations Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

Request
No.:

Date:

Project No. &
Location No:
Bid 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: _____

Required
Attachments:

1. Attach names and addresses of previous projects on which this product was utilized. Include project owner's contact and phone number.

2. Attach complete reason for the proposed substitution.

3. Attach complete technical data, including applicable laboratory test reports.

4. Check items submitted with this substitution request:

☐ **Catalog** ☐ **Drawings** ☐ **Samples** ☐ **Tests/Reports**

☐ **Other:**

Completion of the following information is required:

PROJECT IMPACT

DESIGN & PERMITTING:

1. Does the project need Re-design? Yes ☐ No ☐
2. Is the project design schedule impacted? Yes ☐ No ☐, if yes how long? _____
3. Does the project re-design (plan change) require permit review? Yes ☐ No ☐
If yes, how long _____

Include complete information on changes to drawings and/or specifications, which the proposed substitution will require for its proper installation.

CONSTRUCTION:

1. Will there be any impact on the construction schedule? Yes ☐ No ☐
2. Will the substitution result in a **savings or credit** to the Owner? Yes ☐ No ☐
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 ☐ No ☐
4. Does the substitution meets or exceeds SBBC's Design and Materials Standards? Yes ☐ No ☐

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

For Project Consultant's Use Only	For Owner's Use Only
☐ Recommend Approval ☐ Not Recommended	☐ Accepted ☐ Accepted as Noted
☐ See Attached ☐ Received Too Late	☐ Not Accepted ☐ Received Too Late
By: _____ (Signature)	By: _____ (Signature)
Date: _____	Date: _____

Distribution: 1. Project Consultant 2. Bidders 3. Project File



Document 00300: Information Available to Bidders

The following information is presented to Bidders either bound within the Project Manual or as a part of the drawings:

1. Subsurface Investigation Report

- A. A copy of the following geotechnical report is included with this Document:

Report Title:
Geotechnical Engineer
or other author:
Report Date:

- B. The recommendations and data described within the subsurface investigation report are not a part of the contractual requirements of this project and are reproduced here solely for the information of prospective bidders. Contractual requirements for earthwork, foundations, and other subsurface work will be found within the technical specifications and drawings relative to this project.
- C. The Subsurface Investigation Report identifies limited properties of below grade conditions and offers recommendations for the Project Consultant's use concerning the design of foundations and other subsurface structures. The enclosed report and soil boring logs may be reasonably relied on by Bidders but do not represent a warrant or guarantee of subsurface conditions by either the Owner or the Project Consultant.
- D. The **Document 00200, Instructions to Bidders** requires all Prospective Bidders to visit the project site and acquaint themselves with existing site conditions. With prior approval and scheduling coordinated by the Project Consultant and approved by the Owner, Bidders may make their own subsurface investigations to further explore subsurface site conditions. All such investigations undertaken by prospective Bidders shall be at that Bidder's expense and must be conducted prior to the bid opening date established for this project. No extension of bidding dates will be allowed due to any Bidder's site investigations.

2. Topographic/Site Survey

- A. A copy of the following topographic/site survey is included within the Bidding Documents:

- B.
- Survey Title:
Surveyor or other
document source:
Survey Date:

- B. A site survey of existing conditions can be found within the Drawings. The site survey is not a part of the contractual requirements of this project and is reproduced here solely for the information of prospective bidders. The site survey may be reasonably relied on by Bidders but does not represent a warrant or guarantee of subsurface conditions by either the Owner or the Project Consultant. **Document 00200, Instructions to Bidders** requires all Prospective Bidders to visit the project site, acquaint themselves with existing site conditions, and draw their own conclusions from the existing conditions.

3. Preliminary Project Phasing Schedule

- A. The Owner will occupy the school site and premises during entire period of construction for the conduct of normal operations.
- B. Some activities by the Owner and/or other contractors may take place before, during and after the construction activities described by the Bidding Documents.
- C. The Owner's Preliminary Project Phasing Schedule illustrates the Owner's intended sequence and schedule for those activities which are independent of the construction activities described by the Bidding Documents.
- D. The Preliminary Project Phasing Schedule is presented as information to Bidders in order to allow Bidder's to understand the range of the Owner's activities in regard to the Site. Bidders may reasonably conclude that those activities of the Owner and/or other contractors as illustrated will be completed according to the schedule provided or otherwise not impact the construction illustrated by the Bidding Documents.

4. School District Calendar

- A. The School Board of Broward County, Florida's annual calendar is available for the Bidder's information and use in determining subsequent construction schedules and their relation to the Owner's schedule of school operations, holidays, etc. at the following location: www.browardschools.com/calendar/ under School Calendar.

5. Florida Standards Assessment (FSA) and Other Testing Calendars

- A. The School Board of Broward County, Florida's Testing Schedule is available for the Bidder's information and use in determining subsequent construction schedules and their relation to the Owner's schedule of school operations, holidays, etc. under School Calendar at the following location: <https://www.browardschools.com/Page/39035>.

The following information is available for Bidder's examination only at the Office of Facilities & Construction. Bidder's wishing to examine these documents should arrange an appointment by contacting the assigned Owner's Representative Project Manager.

1. As-Built Drawings and Specifications

- A. Various “as-built” drawings and specifications from the construction of the original facility or subsequent projects on the project site may be available at the Office of Facilities & Construction.
- B. The “as-built” drawings and specifications may be reasonably relied on by Bidders but do not represent a warrant or guarantee of existing conditions by either the Owner or the Project Consultant. **Document 00200, Instructions to Bidders** requires all Prospective Bidders to visit the project site, acquaint themselves with existing site and facility conditions, and draw their own conclusions from those existing conditions.

2. Asbestos Surveys and/or AHERA Reports

- A. Various asbestos surveys and AHERA reports related to the project site may be available at the Office of Facilities & Construction.
- B. These surveys and reports may be reasonably relied on by Bidders but do not represent a warrant or guarantee of existing conditions (particularly the presence or absence of asbestos or other hazardous materials) by either the Owner or the Project Consultant. **Document 00200, Instructions to Bidders** requires all Prospective Bidders to visit the project site, acquaint themselves with existing site and facility conditions, and draw their own conclusions from those existing conditions.

The Owner is utilizing an independent Commissioning Authority to assist in the development of the Bidding and Contract Documents, observe construction activities, and perform pre-functional and functional performance testing, demonstration and training, and other related activities during the construction of this project. The following documents related to the Commissioning Authority’s activities are provided for the Contractor’s information.

1. Commissioning Authority’s Commissioning Plan

- a. Document entitled:
- b. Prepared by:
- c. Dated:

2. Commissioning Authority’s Test Plan

- a. Document entitled:
- b. Prepared by:
- c. Dated:

END OF DOCUMENT 00300



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

Document 00410: Bid Form for Provisions 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, upon an assignment of a project, it will examine the site of the work and inform itself fully in regard to all conditions pertaining to the places where the work is to be done, that it will examine the plans and specifications for the work and proposed contractual documents relative thereto, and will 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 Bid 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:

Bid No./Name: ITB26-064 Construction Services Minor Projects (CSMP)

- **Roofing Contractor**
- **Electrical Contractor**
- **Mechanical Contractor**
- **Fire Sprinklers And Suppression Contractor**
- **Site Utilities Contractor**

Project No.: Various

Location No.: Various

Facility / School Name: Various

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, 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, 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. Contract amounts for are shown in Table A below:

Table A

Group A: Projects valued from \$0 to \$1,000,000.					
WORK CATEGORY	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
Mechanical	\$3,000,000	\$3,000,000	3 Year	1 Year	2
Roofing	\$4,000,000	\$4,000,000	3 Year	1 Year	2
Fire Sprinklers- Suppression	\$4,000,000	\$3,000,000	3 Year	1 Year	2

Group B: Projects valued over \$200,000 to under \$1,000,000.					
WORK CATEGORY	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
Electrical	\$4,000,000	\$4,000,000	3 Year	1 Year	2
Fire Sprinklers- Suppression	\$4,000,000	\$3,000,000	3 Year	1 Year	2
Site Utilities	\$3,000,000	\$1,000,000	3 Year	1 Year	2
Roofing Contractor	\$4,000,000	\$4,000,000	3 Year	1 Year	2

Group C: Projects valued from \$1,000,000 to \$7,500,000.					
WORK CATEGORY	Contract Amount Per Firm	Renewal Amount	Term	Renewal	# of Renewal Options
Mechanical	\$7,500,000	\$7,500,000	3 Year	1 Year	2
Fire Sprinklers- Suppression	\$7,500,000	\$7,500,000	3 Year	1 Year	2

THE BIDDER SHALL INSERT A MULTIPLIER TO THE RIGHT OF EACH WORK CATEGORY AND UNDER EACH ITEM NUMBER IN THE SPACE PROVIDED BELOW FOR THE WORK CATEGORIES ON WHICH IT IS BIDDING. BIDDERS CAN ONLY RESPOND IN ONE (1) GROUP PER WORK CATEGORY.

Table B

WORK CATEGORY	Group A \$0 To Less Than \$1,000,000		Group B Greater Than \$200,000 To Less Than \$1,000,000		Group C \$1,000,000 To \$7,500,000		
Mechanical Contractor	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	
	Maximum Contract Amount Per Project		Contract Amount Per Project		Contract Amount Per Project		
Electrical Contractor	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	
Roofing Contractor	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	
	Maximum Contract Amount Per Project		Contract Amount Per Project		Contract Amount Per Project		
Fire Sprinklers And Suppression Contractor	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	
	Maximum Contract Amount Per Project		Contract Amount Per Project		Contract Amount Per Project		
Site Utilities Contractor	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	Single Fixed Multiplier (SFM)	0.____	
	Maximum Contract Amount Per Project		Contract Amount Per Project		Contract Amount Per Project		

RULES:

- Awards shall be by Group 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 the 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 and within ranges indicated in Document 00410 Bid Form Table B.
- Bids shall be considered by Work Category in the order listed in Table B above.
- When a Bidder's Contractor Pre-Qualification Aggregate Limit amount is awarded, or 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, **of four digits with three of those digits to the right of the decimal point,** EXAMPLE (X.XXX), to the right of each Work Category and under each Item number that the Contractor wants to bid.

Basis of Award: It is the intent of The School Board of Broward County, Florida to Award Contracts to all Responsive and Responsible Bidders up to the specified amount per work category and group (indicated above) in order to establish a cadre of Pre-Qualified Contractors. Work will be assigned by "Work Category" to the lowest Responsible and Responsive bidders in the Contract Amount indicated in **Table B** above for each Item. Awardees shall be determined by the lowest Single Fixed Multiplier for each Item indicated in Table B. [Awardee Table]

When a bid has multiple awardees, all awardees must agree to the same Single Fixed Multiplier submitted by the low bidder.

The Bidders, 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.

BID ITEMS SUBMITTED WITH A SINGLE FIXED MULTIPLIER EXCEEDING ONE (1.000) SHALL BE REJECTED. IN THE EVENT NO WORK IS ASSIGNED AND PERFORMED, THE CONTRACTOR SHALL HAVE NO ENTITLEMENT FOR PAYMENT OR OTHER COMPENSATION UNDER THIS CONTRACT.

THE OWNER RESERVES THE RIGHT TO CONTRACT WITH OTHER CONTRACTORS SHOULD THE LOWEST PRICED 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.**

THE OWNER RESERVES THE RIGHT TO REQUEST PROPOSALS.

The SBBC reserves the right to procure goods from any other School Board of Broward County, Florida pre-qualified contractor if: a) the awarded bidder cannot comply with delivery requirements or specifications; b) the awarded bidder is 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 or if it is in the best interest of The SBBC to do so regardless of reason.

The Bidder further 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 the

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: Five Thousand Dollars

Figures: \$5,000.00

In the amount of \$5,000.00, made payable to The School Board of Broward County, Florida.

One bid bond from each bidder shall be required in the amount of \$5,000.00, as noted above.

Respectfully submitted,

(Corporate Seal)

Attest:

Company/Contractor

By: _____
President

Secretary

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.

_____	_____
_____	_____
_____	_____

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:

Bid Title: **Construction Services Minor Projects (CSMP)**

Bid Number: **ITB26-064**

Facility/School Name: **N/A**

as prepared by:

END OF DOCUMENT



**The School Board of Broward County, Florida
Procurement & Logistic Operations 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: Five Thousand Dollars

Figures: \$5,000.00

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:

Construction Services Minor Projects, and,

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of \$5,000.00 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

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

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

_____, and attested by its _____ ,

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

Attest:

Contractor:

(Title)

By: _____
(Title)

Attest:

Surety:

(Title)

By: _____
(Title)

USE THIS FORM
(NO OTHER FORM WILL BE ACCEPTABLE)



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

(754) 321-0505

Document 00425: Certificate of Intent

Bid No.: ITB26-064
Bid Name: Construction Services Minor Projects (CSMP)
Location No.:
Project No.:
Project Title:
Facility Name:

Certification:

By submitting this Certificate of Intent, we represent that we shall provide ____ percent of the Work required for the Base Bid of the project referenced above by persons directly employed by our company which persons are not subcontractor personnel.

We understand that The School Board of Broward County, Florida, as the Owner, requires that the percentage of Work to be completed by our own forces be valued at not less than 15 percent of our submitted Base Bid. We shall not allow the percentage of Work to be completed by our own forces to fall below 15 percent of the value of our Base Bid without written authorization by the Owner.

Submitted By:

Company Name &
Address:

Phone:

Signature

Title

Notarization

State of: _____)

County of: _____)

Sworn to (or affirmed) and subscribed before me by means of

☐ physical presence or ☐ online notarization, this _____ day of _____, _____ (year), 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 & Logistic Operations Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00433: Subcontractors List

Bid No./Name: ITB26-064 - Construction Services Minor Projects (CSMP)

Location No.:

Project No.:

Project Title:

Facility Name:

We propose to use the following Subcontractors on the above Project as required by the proposed Contract Documents. It is our understanding that if the Owner has reasonable objection to a proposed person or entity, we may either 1) Withdraw our Bid (and forfeit our Bid Bond) or (2) Submit an acceptable substitute person or entity with no change or adjustment in our submitted Bid Price. It is our additional understanding that persons or entities listed below to whom the Owner has no reasonable objection must be used on the work for which they are proposed and may not be changed without the written consent of the Owner.

Item No.	Work (Spec No.)	Subcontractor Firm	Address:	Phone:	Representative
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					

Continue on reverse if necessary

Submitted By:

Company Name &
Address:

Phone:

Signature

Title

Document 00433: Subcontractors List (Continued)

Item No.	Work (Spec No.)	Subcontractor Firm	Address:	Phone:	Representative
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					
26.					
27.					
28.					
29.					
30.					
31.					
32.					
33.					
34.					
35.					
36.					
37.					



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

Document 00435: Schedule of Values

Project No: _____ Date Submitted: _____
 Location No: _____
 Bid No / Name: ITB26-064 – Construction Services
 Minor Projects
 Project Title: _____ Original Post Bid Submittal: ☐ Yes ☐ No
 Facility Name: _____
 Contractor: _____ Accompanying Requisition for Payment No.: _____

(FORM TO BE USED BY THE SELECTED BIDDERS)

A	B	C	D	E		F	G	H	I	J	K
Item No.	Project Manual Division/ Section No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored to Date	Total Completed & Stored to Date	%		Balance to Finish	Retainage
				From Previous Application	This Period						
				(E+F)		(Not in E or F)	(E+F+G)	H/D		(D-H)	
	Div. 0	Overhead									
	Div. 0	Profit									
	Div. 0	Bonds									
	Div. 1	GENERAL REQUIREMENTS									
	Div. 2	SITE WORK									
	02070	Minor Demolition for Remodeling									
	02110	Site Clearing									
	02200	Earthwork									
	02220	Excavation and Fill for Utility Sys.									
	02222	Building Demolition									
	02280	Soil Treatment									
	02370	Auger C.I.P. Concrete Piles									
	02510	Asphaltic Concrete Paving for Parking and Drives									
	02533	Packaged Lift Station									

	02551	Maintenance of Traffic								
	02580	Parking Markings								
	02586	Exterior Electrical Work Underground								
	02605	Precast Manholes								
	02660	Water Distribution								
	02720	Storm Drainage								
	Div. 2	SITE WORK (Continued)								
	02730	Sanitary Sewerage								
	02747	Asphaltic Concrete Paving for Playcourts and Tracks								
	02755	Color Surface for Play Courts								
	02756	Color Surface for Tennis Courts								
	02757	Color Surface for Running Tracks								
	02765	Playcourt Pavement Marking								
	02766	Court Markings for Playcourts and Tennis Courts								
	02767	Track Pavement Markings for New Tracks								
	02768	Track Pavement Markings for Existing Tracks								
	02793	Safety Surface								
	02811	Landscape Irrigation								
	02830	Chain Link Fences and Gates								
	02848	Parking Bumpers								
	02880	Playfield Equipment and Structures								
	02890	Traffic Signs and Signalization								
	02931	Sodding								
	02950	Trees, Plants and Groundcovers								
	02951	Asphaltic Concrete Patching								
	02952	Asphaltic Concrete Repair and Sealing								
	02953	Asphalt Paving for Resurfacing Existing Playcourts								
	02986	Repair and Resurface of Existing Playcourts and Tennis Courts								
	02987	Resurfacing of Existing Tracks								
	02991	Furniture Moving								

	Div. 3	CONCRETE								
	03100	Concrete Formwork								
	Div. 3	CONCRETE (Continued)								
	03200	Concrete Reinforcement								
	03300	Cast-In-Place Concrete								
	03305	Cast-In-Place Concrete and Reinforcement (Small Projects)								
	03410	Precast Prestressed Concrete Joists and Beams								
	03412	Precast Concrete Ramps and Stairs Units								
	03415	Precast Prestressed Sections								
	03470	Tilt-Up Precast Concrete								
	03520	Light Weight Cellular Insulation Concrete								
	03700	Concrete Repair								
	Div. 4	MASONRY								
	04200	Unit Masonry								
	04205	Masonry Piers								
	04230	Reinforced Unit Masonry								
	04270	Glass Unit Masonry								
	04530	Masonry Patchwork								
	Div. 5	METALS								
	05120	Structural Steel								
	05210	Steel Joints								
	05310	Steel Deck								
	05400	Cold Formed Metal Framing								
	05500	Metal Fabrications								
	05511	Metal Stairs								
	05520	Metal Handrails and Railings								
	05551	Stair Nosing								
	Div. 6	WOOD and PLASTICS								
	06100	Carpentry								
	06300	Wood Treatment								

	06400	Architectural Woodwork								
	Div. 7	THERMAL and MOISTURE PROTECTION								
	07121	Cold Fluid – Applied Waterproofing								
	07132	Vapor-Protective Waterproofing								
	07145	Cementitious Water Proofing								
	07190	Vapor Barrier								
	07210	Building Insulation								
	07220	Roof Insulation								
	07270	Firestopping and Smoke Barrier Caulking								
	07324	Concrete Roofing Tiles								
	07510	Built-Up Asphalt Roofing System								
	07540	Thermoplastic Membrane Roofing								
	07550	Modified Bitumen Roofing-Hot Asphalt Application								
	07551	Modified Bitumen Roofing-Torch Application								
	07600	Flashing and Sheet Metal								
	07631	Gutters and Downspouts								
	07716	Roof Expansion Joints								
	07722	Roof Scuttles and Automatic Fire Vents								
	07724	Prefabricated Curbs								
	07812	Spray Applied Fire Resistive Material								
	07920	Joint Sealants								
	Div. 8	DOORS and WINDOWS								
	08110	Steel Doors and Frames								
	08210	Flush Wood Doors								
	08305	Access Doors and Panels								
	08333	Overhead Coiling Doors								
	08351	Accordion Folding Doors								
	08400	Entrances & Storefronts								
	08520	Aluminum Windows								
	08710	Door Hardware								
	08800	Glass and Glazing								

	Div. 9	FINISHES								
	09125	Plastered Ceiling Suspension Systems								
	09215	Veneer Plaster								
	09220	Portland Cement Plaster (Stucco								
	09250	Gypsum Board								
	09310	Ceramic Tile								
	09330	Quarry Tile								
	09510	Acoustical Ceilings								
	09545	Linear Metal Ceiling Systems								
	09560	Wood Strip Flooring								
	09650	Resilient Tile Flooring								
	09665	Resilient Sheet Flooring								
	09680	Carpet								
	09705	Resilient Safety Wall Padding								
	09770	Special Wall Surfaces								
	09775	Fiberglass Reinforced Paneling (FRP)								
	09820	Cementitious Coatings								
	09900	Painting								
	09901	Exterior Remedial Paint								
	09951	Resinous Flooring								
	Div. 10	SPECIALTIES								
	10100	Visual Display Boards and Cases								
	10125	Tackable Wall System								
	10165	Plastic Toilet Partitions								
	10190	Cubicle Curtain Track								
	10200	Louvers & Vents								
	10350	Flagpoles								
	10400	Identifying Devices								
	10433	Illuminated Exterior Signage								
	10505	Metal Lockers								
	10520	Fire Protection Specialties								
	10532	Aluminum Walkways								
	10652	Folding Panel Partitions								
	10655	Accordion Folding Partitions								

	10675	Metal Storage Shelving and Cabinets								
	10810	Toilet Accessories								
	10820	Shower Enclosures								
	Div. 11	EQUIPMENT								
	11062	Stage Curtains								
	11132	Projection Screens								
	11175	Food Waste Pulping System								
	11400	Food Service Equipment								
	11426	Kitchen Filter Type Exhaust Hood								
	11427	Kitchen Waterwash Exhaust Hood								
	11428	Kitchen Dry Extractor Baffle Exhaust Hood								
	11450	Residential Appliances								
	11480	Athletic and Recreational Equipment								
	Div. 12	FURNISHINGS								
	12100	Art Kiln								
	12354	Laboratory Casework and Equipment								
	12359	Musical Instrument Casework								
	12490h	Window Treatment (Horizontal)								
	12490v	Window Treatment (Vertical)								
	12500	Window Treatment								
	12666	Portable Bleachers								
	12667	Exterior Aluminum Bleachers								
	12760	Telescoping Gym Seats								
	Div. 13	SPECIAL CONSTRUCTION								
	13038	Walk-in Cooler/Freezer								
	13100	Lightning Protection								
	13140	Pavilions								
	13801	Clock Control (Existing								
	13802	Clock Control								
	13825	Security Electrical System								
	13845	Fire Alarm System								

	13900	Total Flooding Fire Suppression System								
	Div. 14	CONVEYING SYSTEMS								
	14240	Hydraulic Elevators								
	Div. 15	MECHANICAL								
	15050	Basic Materials and Methods								
	15052	Variable Frequency Drives								
	15055	Motors								
	15060	Hangers and Supports								
	15070	Mechanical Sound and Vibration Control								
	15075	Mechanical Identification								
	15078	Field Painting of Mechanical Systems								
	15083	Duct Insulation								
	15089	Piping Insulation								
	15100	Valves								
	15105	Plumbing Piping								
	15182	HVAC Pumps								
	15183	Hydronic Piping								
	15211	Air Compressor								
	15220	Chemical Treatment System								
	15222	Condensate Water Recovery System								
	15300	Fire Protection System								
	15320	Fire Pump Controls								
	15410	Plumbing Fixtures								
	15430	Plumbing Specialties								
	15480	Domestic Water Heaters								
	15620	Packaged Water Cooled Chiller								
	15625	Air Cooled Chiller								
	15645	Mechanical Draft Cooling Tower								
	15720	Air Handling Unit								
	15721	Outside Air Handling Pretreatment Unit								
	15732	Packaged Rooftop Air Condensing Unit								

	15733	Packaged Grade Mounted Air Condensing Unit								
	15734	Packaged EHPA Rooftop Air condensing Unit								
	15735	Room Air Condensing Unit								
	15736	Ductless Air Conditioner								
	15737	Packaged Wall Mounted Air Condensing Unit								
	15738	Self-Contained Packaged Classroom Air Condensing Unit								
	15767	Unit Ventilator Chilled Water								
	15768	Fan Coil Unit Chilled Water								
	15788	Refrigeration System Safety Equipment								
	15810	Metal Ducts								
	15816	Non-Metal Ducts								
	15825	Electric Duct Heater								
	15830	Fans								
	15845	Air Terminal Units								
	15850	Air Outlets and Inlets								
	15855	Penthouse Ventilator								
	15860	Air Cleaning Devices								
	15900	HVAC Instrumentation and Controls								
	15940	Sequence of Operation								
	15995	Startup & Certification of Air, Water & Control Systems								
	Div. 16	ELECTRICAL								
	16010	General Provisions								
	16020	Completion of Work								
	16050	Basic Materials and Methods								
	16053	Provisions for Interior Finishing								
	16060	Grounding								
	16070	Equipment Bases, Mats and Supports								
	16072	Electrical Supporting Devices								
	16080	Electrical Inspection and Testing								

	16085	Cables, Splices and Terminations Testing								
	16088	Acceptance Tests and Performance Verification								
	16090	Alterations and Additions to Existing Work								
	16114	Cable Trays								
	16120	Wire and Cables								
	16129	Terminal Lugs								
	16130	Raceways & Boxes								
	16132	Conduit, Fittings and Supports								
	16134	Auxiliary Terminal Panels								
	16137	Pull and Junction Boxes								
	16138	Outlet Boxes								
	16140	Wiring Devices								
	16220	Motor Starters								
	16225	Motors & Motor Controls								
	16231	Emergency Standby Electrical Service System								
	16400	Service and Distribution								
	16410	Circuit Breakers								
	16413	Safety Switches								
	16415	Transient Voltage Surge Suppressors								
	16430	Low Voltage Switchgear								
	16440	Panelboards								
	16460	Energy Efficient Dry Type Transformers								
	16490	Fuses								
	16510	Interior Luminaries								
	16520	Exterior Luminaries								
	16528	Sports Lighting								
	16555	Auditorium Lighting and Dimming								
	16706	Computer Networking Electrical								
	16707	Communications Networking Infrastructure								
	16724	Sound and Intercom/ Master Clock								
	16726	Telephone Raceway System								

	16760	Video Surveillance System								
	16780	Television Master Antenna and RF Distribution System								
	16802	Auditorium Sound Systems								
	16803	Gymnasium Sound Systems								
	16806	Music Classroom Sound and Intercom Systems (Electronic)								
	16910	Electric Systems Controls								
	16912	Mechanical Systems Control								
	Div. 17	COMMUNICATIONS								
	17000	Voice Data Video Structured Cabling Systems								

Contractor's Certification

According to the best of my knowledge and belief, I certify that all items and amounts shown on this certificate are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, materials, and equipment employed in the performance of the Work have been paid in full in accordance with the Contract's terms and conditions.

Submitted By:

Company Name &
Address:

Phone:

Signature

Title



**The School Board of Broward County, Florida
Procurement & Logistic Operations Department**

7720 W. Oakland Park Blvd., Suite 323

Sunrise, Florida 33351

(754) 321-0505

Document 00436: Schedule of Unit Prices

Bid No/Name: ITB26-064 - Construction Services Minor Projects

Location No:

Project No.:

Project Title:

Facility Name:

Unit prices quoted below will be utilized by the Owner as the basis for pricing possible future additions to or deletions from the Work. **Unit prices quoted on this Document will not form part of the basis for award of the Contract.**

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.

Estimated quantities shown below are “sample” quantities utilized for accounting purposes only and cannot be guaranteed to represent an actual amount or quantity of labor, services, or materials required to complete the Work.

Item No.	Designation (Refer to Section 01270, Unit Prices)	Unit of Measure	Unit of Price (Dollar/Cents)	Estimated Quantity	Total Price (Dollar/Cents)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Submitted By:

Company Name &

Address:

Phone:

Signature

Title



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

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

**See Below Link for Department of Treasury Internal
Revenue Service Form W-9:**

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>



Document 00455: Background Screening of Contractual Personnel

Bid No/Name: ITB26-041 - Construction Services Minor Projects

Project No.:

Location No:

Project Title:

Facility Name:

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, 1012.465 and 1012.467 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, 1012.465 and 1012.467, 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 Sections 1012.32, 1012.465 and 1012.467, 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 BID AS INDICATED IN DOCUMENT 00200 AND FOR 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 (or affirmed) and subscribed before me by
means of ☐ physical presence or ☐ online notarization,
this ____ day of _____, _____ (year), 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 <https://www.browardschools.com/Page/35284> 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.



Document 00457: Drug-Free Workplace Certification

Bid No/Name: ITB26-064 - Construction Services Minor Projects (CSMP)
Project No.:
Location No:
Project Title:
Facility Name:

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:** _____

Notarization

State of: _____)
County of: _____)

**Sworn to (or affirmed) and subscribed before me by
means of ☐ physical presence or ☐ online notarization,
this ____ day of _____, ____ (year), 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 & Logistic Operations Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
(754) 321-0505

Document 00460: Trench Act Compliance Statement

Bid No/Name: ITB26-064 - Construction Services Minor Projects
Location No.:
Project No.:
Project Title:
Location Name:
Location Address:

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

1. 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.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:

	Dollars	\$
Written _____		Figures _____
3. 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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT OPPORTUNITIES & COMPLIANCE DEPARTMENT (EDOC)

This form is Mandatory and *must* be completed and submitted with bid proposal.

Document Number 00471 – BIDDER /PROPOSER ASSURANCE STATEMENT

SOLICITATION # :

SOLICITATION TITLE :

NOTE TO BIDDERS:

All Bidders/Proposers must complete Document 00471 with Bid Proposal (Attachment A)

INSTRUCTIONS: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDOC Department requires documentation to confirm the Bidder/Proposer is a District Certified Emerging, Small, Veteran, Minority or Women Owned Business Enterprise (E/S/V/M/WBE), and/or commitment that the Bidder/Proposer is Subcontracting with EDOC Certified E/S/V/M/WBE Firms. EDOC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

NAME OF PRIME BIDDER/PROPOSER: _____

Is the Bidder/Proposer aware of the Affirmative Procurement Initiative (API) assigned to this solicitation? Yes ☐ No ☐

The Prime Bidder/Proposer commits to subcontracting _____% to SBBC Certified E/S/V/M/WBE (Documents 00470 and 00475 listing E/S/V/M/WBE subconsultant/s, and detailing scope of work, and percentage of work to be performed must be submitted with proposal/Bid submission.

Failure of a bidder/proposer to commit and submit as required in the solicitation to satisfying the E/S/V/M/WBE subcontracting goal shall render its response non-responsive to the SDOP requirements per Policy 3330.

Links to download Forms:

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor.**

<https://www.browardschools.com/fs/resource-manager/view/d4cccf8b-cf7b-49e3-b6a8-aa92b9f821f8>

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule:**

<https://www.browardschools.com/fs/resource-manager/view/7d7ed411-aa3c-44f0-b650-d1d4aa6b7e33>

Post – Award Monthly Compliance Monitoring/Reporting Requirements.

Click the link below to access the Supplier Management System (SMS) to complete Mandatory monthly payment reports.

Document Link: <https://browardschools.smwbe.com>

I attest that I have read, understood, and will comply with the SDOP Requirements.

Name/Title: _____

Signature: _____ Date: _____

Economic Development Opportunities & Compliance Department (EDOC):

SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of its competitive solicitation and contracting activity, in accordance with School Board Policy 3330 and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). The provisions of the Policy apply to all competitive solicitations for Construction, Architectural & Engineering, Professional Services, Goods and Other Services, and any resulting contract documents, including change orders and amendments.

For information on E/S/V/M/WBE Certification, contact the **Economic Development Opportunities & Compliance Department (EDOC)** at 754-321-0770 or visit www.browardschools.com/edoc.

Nondiscrimination

Each Proposer/Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Proposer/Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1. Specifically, "discrimination" means the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination.

Without limiting the foregoing, "discrimination" also includes retaliating against any person or entity for reporting any incident of discrimination. If this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer/Bidder on this solicitation and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Proposer/Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy, as described in School Board Policy 3330.

Industry-Specific Remedial Affirmative Procurement Initiative (API)

In accordance with SBBC Policy 3330 and the results of the 2023 Disparity Study conducted by Keen Independent Research, the GSC has approved various industry-specific remedial affirmative procurement initiatives (APIs) for firms certified by the **Economic Development Opportunities & Compliance Department (EDOC)** as an Emerging, Small, Veteran, Minority, or Woman-Owned Business Enterprise (E/S/V/M/WBE).

For this Bid and the resultant contract, the GSC has approved the following Subcontracting Program API.

Subcontracting Requirements – Groups A, B, and C - : (There are No Subcontracting Requirements for Projects valued at \$200,000 or under)**1. Projects \$200,000 and Under:**

For all projects with an estimated value of \$200,000 or less within Groups A, B, and C, preference shall be given to firms certified by the Economic Development, Opportunities & Compliance (EDOC) Department. These projects shall be assigned to EDOC-certified firms, provided that one or more such firms are available and capable of performing the required scope of work. If no EDOC-certified firms are available or qualified to perform the required scope of work, the project may be assigned to a non-EDOC certified firm in accordance with standard procurement procedures.

2. Projects Over \$200,000 – Subcontracting Requirement:

For all projects exceeding \$200,000, within Groups A, B, and C, the awarded prime contractor shall be required to subcontract a minimum of fifteen percent (15%) of the total contract value to EDOC-certified firms.

Required Documentation:

In order to be in compliance with the SDOP requirements of the solicitation, the following document must be completed and submitted with Proposal:

- **Document 00471 – Bidder/Proposer Assurance Statement** (see Attachment A).

Post-Award Documents:

Prime Bidder/Proposer(s) awarded under this solicitation must provide the following documents prior to NTP issuance on a project-by-project basis:

- **Document 00470** – must be completed and submitted detailing the E/S/V/M/WBE subconsultant's name, scope of work, and percentage of participation commitment.
- **Document 00475** – must be completed and submitted detailing the E/S/V/M/WBE subconsultant's name, scope of work, and percentage of participation commitment.

Accessing Certified Supplier List and Certification Registration:

The current list of certified E/S/V/M/WBE firms, along with information on *how to apply for the district's small business certification program*, is available at: www.browardschools.com/edoc

Reporting Requirements – Mandatory Post-Award Monthly Compliance Reporting :

Awarded contracts are subject to mandatory monthly reporting requirements in the [**SDOP Management System \(SMS\)**](#). Reports are required regardless of the level of E/S/V/M/WBE subcontractor participation. Reporting must include:

- All payments received from the District or under the awarded contract (e.g., District payments, premium fees, grant funds, or parent fees).
- All payments made to certified E/S/V/M/WBE subcontractors identified in the proposal, as applicable.

NOTE: Any modification made to the subcontracting plan, including the replacement, removal, or termination of an E/S/V/M/WBE subcontractor, must be submitted through the [**SDOP Management System \(SMS\)**](#) and approved by the EDOC Department prior to implementation.



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

(754) 321-0505

Document 00505: Notice of Intent

Date:

To: (Enter Contact Name & Title)

Company Name (Enter Company Name)

& Address: (Enter Street Address)

(Enter City, State, Zip)

Mailed:

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 Construction Services Minor Projects (CSMP) Work Category or Categories named below in the amount of indicated.

Bid No: **Enter Bid Number**

Bid Title: **Construction Services Minor Projects (CSMP)**

Location No: **Various**

Facility Name: **Various**

Work Category: **(Enter Work Category)**

Contract Amount: **(Enter Contract Amount)**

Pursuant to Document 00200, Instructions to Bidders, the contract must be executed by your firm in quadruplicate (with submittal of four original certificates of insurance and other post-award information listed below) within ten (10) 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:

Number	Document Title
00520	Agreement 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:

Number	Document Title
00425	Certificate of Intent
00450	Request for Taxpayer Identification Number and Certification
00455	Background Screening of Contractual Personnel
00471	Bidder/Proposer Assurance Statement
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), and

including **listing The School Board of Broward County, Florida as additional insured.**

The following documents do not need to be submitted at this time, but are required and must be executed and submitted at the time of project assignment in order to process any project assignment under your contract:

- 00470 EDDC Statement of Intent
- 00475 EDDC Subcontractors Participation Schedule

- 00600 Performance Bond Form - recorded (If required)
- 00610 Payment Bond Form – recorded (If required)
- 00620 Subcontractor Performance Bonds (If required)
- 00625 Subcontractor Payment Bonds (If required)
- 00700 Estimated Progress Payment schedule and Dollar/Time Graph (Article 9)
- 00700 Article 26 – Workforce Composition Documentation
- 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
Copies of Contractor and Subcontractor Licenses

Please ensure that the corporate name appearing on each of the Agreement Form and the Certificates of Insurance are precisely the same as that appearing on your corporate seal. Additionally, the dates appearing on the Agreement Form 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 & Logistic Operations Department not later than ten (10) 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

Document 00505
Page 2 of 3

Notice of Intent
January 14, 2020

School Board of Broward County, Florida and your receipt of Document 00550, Notice to Proceed.

Submit your documents to Mark Cohen, Purchasing Agent, Procurement & Logistic Operations. If you have any questions concerning the attached documents or other matters related to the execution of the contract, please contact Cheryl Fields, Purchasing Agent, at (754) 321-0501. We are looking forward to working with your Firm.

Sincerely,

Director, Procurement & Logistic Operations

Attachments:

- ☐ Document 00520, Agreement Form (Four Copies of Signature Pages Only)
- ☐ Document 00700, General Conditions of the Contract

Copies:

- ☐ (Enter Name), Principal / Head of Facility
- ☐ (Enter Name), Executive Director, Capital Programs
- ☐ (Enter Name), Director, Construction
- ☐ (Enter Name), Director, Pre-Construction
- ☐ (Enter Name), Project Manager
- ☐ (Enter Name), Manager, Construction
- ☐ (Enter Name), Manager, Construction Sourcing (PWS)
- ☐ (Enter Name), Chief Building Official
- ☐ (Enter Name), Director, Capital Payments
- ☐ (Enter Name), Capital Payments Review Supervisor
- ☐ (Enter Name), Project Consultant
- ☐ Project File (With Original Attachments)



Document 00510: Notice of Award

Date:

To: (Enter Name & Title)

Company Name (Enter Company Name)
& Address: (Enter Street Address)
(Enter City, State Zip)

Mailed:

Please be informed that by action of The School Board of Broward County, Florida, at its meeting on _____, 20____, a contract has been awarded to your firm for the Construction Services Minor Projects (CSMP) Work Category or Categories named below in the amount indicated.

Bid No: **(Enter Bid Number)**
Bid Title: **Construction Services Minor Projects (CSMP)**
Location No: **Various**
Facility Name: **Various**

Work Category: **(Enter Work Category)**

Contract Amount: **(Enter Contract Amount)**

Pursuant to Document 00200, Instructions to Bidders, your firm must submit the required certificates of insurance and other post-award information listed below **(in quadruplicate)** within ten (10) calendar days from the date of your receipt (as established by delivery receipts or registered mail) of this Notice of Award.

The following documents are required in the bidding documents and must be executed and submitted in order to process a Notice to Proceed (NTP):

Number	Document Title
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	EDDC Statement of Intent
00475	EDDC Subcontractors Participation Schedule
00600	Performance Bond Form
00610	Payment Bond Form
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), and including listing The School Board of Broward County, Florida as additional insured.
00700	Article 26 – Workforce Composition Documentation
01320	Initial Construction Schedule, including phasing and durations according to the contract requirements. Shortened completion times or out of sequence schedules are unacceptable.

Performance Bond Form and Payment Bond Form (and the Power of Attorney documents attached to these bonds) provided in these bid documents are to be executed by your surety for each project when required. Please ensure that the corporate name appearing on each of the Performance Bond, Payment Bond, and the project specific Certificates of Insurance are precisely the same as that appearing on your corporate seal. Additionally, the dates appearing on the 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 & Logistic Operations Department not later than ten (10) 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 the Project Manager.

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

Sincerely,

(Enter Name)
Director, Procurement & Logistic Operations

Copies:

- ☐ (Enter Name), Principal / Head of Facility
- ☐ (Enter Name), Executive Director, Capital Programs
- ☐ (Enter Name), Director, Construction
- ☐ (Enter Name), Director, Pre-Construction
- ☐ (Enter Name), Project Manager
- ☐ (Enter Name), Manager, Construction
- ☐ (Enter Name), Director, Capital Payments
- ☐ (Enter Name), Capital Payments Review Supervisor
- ☐ (Enter Name), Director, Risk Management
- ☐ (Enter Name), Chief Building Official
- ☐ (Enter Name), Manager, Construction Sourcing (PWS)
- ☐ (Enter Name), Project Consultant
- ☐ (Enter Name), Surety (if applicable)
- ☐ Project File (With Original Attachments)
- ☐ All Bidders (with Bid Security)



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

(754) 321-0505

Document 00520: Agreement Form

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made and entered into this ____ day of _____ in the year two thousand and twenty by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Hereinafter referred to as "Owner") and

CONTRACTOR NAME

Address

FEIN#

(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 agreed to by the Owner and the Contractor, the parties agree as follows:

ARTICLE 1 -DEFINITIONS

1.01 **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.

1.02 **The Executive Director, Capital Programs** - An employee of Owner who has the authority and

responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Hereinafter referred to as the "Executive Director."

- 1.03 **Owner's Representatives** - The Executive Director or designee.
- 1.04 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, 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 this contract or Agreement.
- 1.06 **Program Manager:** the designated Business Entity under contract with the Owner to provide direct management of the Project.
- 1.07 **Project Manager:** An employee of the Program Manager that directly manages both the Contractor and Project Consultant on the Project on behalf of the Owner.
- 1.08 **Manager, Construction:** A direct employee of Owner who oversees the Project Manager from the planning and development of design and construction contract documents, through construction and warranty close-out process, and who serves as the Owner's liaison to school based personnel and the public.
- 1.09 **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.
- 1.10 **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.
- 1.11 **Punch List** - A list of items of 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.
- 1.12 **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.
- 1.13 **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.
- 1.14 **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, certifications and other types of information described in the specifications.

- 1.15 **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.
- 1.16 **Sub consultant** - 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.
- 1.17 **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.
- 1.18 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.
- 1.19 **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.
- 1.20 **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 Sections 468, 633 and 553 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.
- 1.21 **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.
- 1.22 **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 service 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.
- 1.23 **Notice to Proceed (NTP)**– A document issued by the Owner's representative to the Contractor authorizing all or a portion of the Work to proceed. The NTP includes and incorporates the Project Cost Sheet and Estimating Recap form and establishes the Contract amount for the Work encompassed by the NTP.

- 1.24 **Senior Manager, Construction** – An employee of the Owner referred to hereinafter as the “SENIOR PM” and who is the direct Supervisor of the Manager, Construction.
- 1.25 **Estimating Order** – Written request on a form within the Agreement to the Contractor executed by the Executive Director requesting an estimate for a specific Project.
- 1.26 **Project Cost Sheet** – A form within the Agreement completed by the Contractor for the purpose of providing an estimate for a specific Project.
- 1.27 **Estimating Recap Form** - A form within the Agreement completed by the Contractor for the purpose of summarizing the estimate provided in the Project Cost Sheet for a specific Project.
- 1.28 **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, U.S.A., referenced in the Agreement that establishes the costs that form the Basis of Compensation referenced in Document 00520, Form of Agreement, Article 4, and elsewhere within the various contract documents.
- 1.29 **RS Means CostWorks** – Software that replicates and automates the data contained in the RS Means Facilities Construction Cost Data resulting with the Project Cost Sheet required in the Agreement.⁴
- 1.30 **Contract Documents** – Collectively those documents which define the Scope of Work and how such Work shall be performed. The documents which constitute the Contract Documents include but are not limited to

ARTICLE 2 CONTRACTOR'S RESPONSIBILITIES

- 2.01 Representations:
- 2.01.01 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.
- 2.01.02 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.
- 2.01.03 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.

- 2.01.04 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 Executive Director 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 Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

BASE BID: TABLE A

Work Category	Item No. X		Item No. X	
(Category)	Single Fixed Multiplier	(X.XX)	Single Fixed Multiplier	(X.XX)
	Contract Amount	\$	Contract Amount	\$
	Renewable Amount	\$	Renewable Amount	\$
(Category)	Single Fixed Multiplier	(X.XX)	Single Fixed Multiplier	(X.XX)
	Contract Amount	\$	Contract Amount	\$
	Renewable 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 include the RS Means Costs for Labor, Materials, Overhead and Profit for the installing contractor. For Subcontracted Work the Contractor shall be entitled to Ten Percent (10%) for Overhead and Profit in addition to the Subcontracted amount and direct costs in accordance with RS Means Cost Data for management, supervision, and general requirements. The forgoing costs shall be subject to the Single Fixed Multiplier. All Subcontracted Work shall be represented in the form of the RS Means Cost Data and shall be subject to the Single Fixed Multiplier.

4.02 **Reimbursements:**

Reimbursements will be made for land survey data, construction testing services, performance and payment bonds, , 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:**

Estimates shall be in the form of the Estimating Recap Form and Project Cost Sheet. Estimates shall include and be based upon all unit items of 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. Deviations from or changes to the unit prices or items of Work from RS Means Cost Data shall be cause for rejection of the estimate.

The Schedule of Values shall be comprised of the following:

4.04.01 The Estimating Recap Form and Project Cost Sheet shall be based on the current RS Means Facilities Construction Cost Data, or, RS Means CostWorks software in effect at the date of the Estimating Recap Form and Project Cost Sheet submission as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 33312).

- 4.04.02 If a labor rate needs to be established for a task not found in RS Means Facilities Construction Cost Data, or, RS Means CostWorks software , use the labor rates published in the current RS Means Facilities Construction Cost Data, Crew Tables, to estimate that specific task.
- 4.05 If a discrepancy exists between the unit price costs and the assembly costs, the lowest cost shall govern.
- 4.06 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 5 -ESTIMATING ORDER

- 5.01 The Executive Director shall authorize each Estimating Order. The Contractor shall not be entitled to reimbursement for the preparation of the estimate, Estimating Recap Form and Project Cost Sheet. The Contractor shall not prepare the estimate, Estimating Recap Form and Project Cost Sheet 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, Project Cost Sheet and all other documents specified within the Estimating Order and attachments. The Estimating Recap Form, Project Cost 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 signed as Approved by the Executive Director.
- 5.03 If, after initial review of the Estimating Recap Form, Project Cost 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, Project Cost Sheet, Construction Documents, Estimating Order and attachments, and RS Means Facilities Construction Cost Data, or, RS Means CostWorks software.

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 (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Contractor shall submit for approval 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

- 8.01 See General Conditions, Document 00700

ARTICLE 9 - INSURANCE

9.01 General Insurance Requirements:

- 9.01.01 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.
- 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 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.
- 9.01.04 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.
- 9.01.05 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverages maintained by The School Board of Broward County, Florida

and must be indicated on the Certificate of Insurance. The Owner shall be named as an additional insured under the General Liability policy.

- 9.01.06 The certificates shall be in the form as approved by Insurance Standards Office [ISO], unless approved by owner 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.
- 9.01.07 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.
- 9.01.08 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Contractor shall relieve the Contractor full responsibility to provide the insurance as required by this contract.

9.02 **Insurance Required:**

9.02.01 Commercial General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, including Contractual Liability and Indemnification Liability to cover the terms set forth herein. Limits shall be not less than \$2,000,000 per occurrence; \$2,000,000 general aggregate. Products Completed Operations aggregate shall be not than \$2,000,000. The School Board of Broward County, FL shall be named as Additional Insured; certificate of Insurance must reference Additional Insured endorsement form number.

9.02.02 Owners and Contractors Protective Liability Insurance: The Contractor shall maintain Owners and Contractors Protective Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

9.02.03 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 standards 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. In addition, we will require an affidavit signed by the Awardee indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this agreement, _____ (Awardee Name) agrees to provide proof of "Any Auto" coverage effective date of acquisition.

9.02.04 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 Five Hundred Thousand \$500,000/\$500,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

- 9.02.05 Builders' Risk Insurance: The Contractor shall carry at an additional expense to Owner, on a per-project basis as determined by the Owner's Risk Management Department, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, , hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be in an amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.
- 9.02.06 Insurance Warranty Period: All Insurance policies with the exception of Builders Risk Insurance must remain in effect during performance of the work and for a period of one (1) year after Certificate of Final Inspection (signed by the Chief Building Official /certified inspector). Builders Risk Insurance shall not be required after receipt of the Certificate of Occupancy (OEF 110B), signed by the Chief Building Official /certified inspector.
- 9.02.07 Certificate of Insurance Requirements: Prior to the commencement of any work, as evidence of required coverage, Awardee must provide a Certificate of Insurance to School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County, Florida's Risk Management Department at 1-866-897-0425.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement # is :_____.
 - 2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
 - 3) Contractual liability is included in the General Liability policy.
 - 4) For Builders' Risk / Installation floater: Builders' Risk / Installation Floater coverage is provided on an all risk basis for one hundred percent (100%) of the contract value including hard and soft costs.
 - 5) Please include the Project Number and Project Name on the Certificate of Insurance.
- 9.02.08 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.
- 9.02.09 Contractor and Surety shall have a continuing obligation to ensure 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 periods and/or the amounts designated for extension in Article 4.01, Table A, herein. The Owner, through its Facilities and Construction Management Division, 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 \$1,000,000 FLCC unless the project costs exceed \$1,000,000 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 Performance:

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice to Proceed signed by the Executive Director or designee, and issued by the Director of Procurement & Logistic Operations or designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Notice to Proceed. The Contractor acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Contractor will be responsible for same.

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 General Conditions, Article 32, claims by contractor and No Damage for Delay provisions.

10.05 Termination of Agreement:

- 10.05.01 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.
- 10.05.02 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.
- 10.05.03 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.

10.06 Termination for Convenience:

- 10.06.01 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.
- 10.06.02 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.

10.07 Contractor's Accounting Records and Right to Audit Provisions:

- 10.07.01 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.
- 10.07.02 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.
- 10.07.03 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.
- 10.07.04 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.

10.07.05 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.

10.08 Contract Documents:

10.08.01 Owner shall retain ownership of all contract documents.

10.08.02 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.

10.09 Electronic Media:

10.09.01 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.

10.10 Attachments and References:

10.10.01 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.

10.11 Extent of Agreement:

10.11.01 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral.

10.11.02 This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by an Agreement executed by Owner and Contractor.

10.11.03 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.

10.11.04 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.

10.12 Strict Performance:

10.12.01 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.

10.13 Prompt and Satisfactory Correction:

10.13.01 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.

10.14 Successors and Assigns:

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

10.14.02 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 When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for given notice:

Party:

Owner: The School Board of Broward
County, Florida

Address:

[INSERT ADDRESS]

With Copy To: The School Board of Broward
County, Florida

[INSERT ADDRESS]

Contractor:

Surety:

Surety's Agent:

Project Consultant: To be assigned per project

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.

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 of any funds

erroneously received from 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 judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by The School Board of Broward County, Florida.

ARTICLE 18 - E-BUILDER

- 18.01 The Contractor shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, Project Consultant and Contractor; pay applications/invoicing; requests for change orders and change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Licenses shall be provided to Contractor to permit access and use of e-Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s). See Article 9.02.05 below for license request instructions.

- 18.02 Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes ALL e-mailed communications.
- 18.03 Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder.
- 18.04 Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, Big Three-Monthly Updates, etc.) and other design and/or construction milestones and deadlines.
- 18.05 Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
- 18.06 Access to e-Builder and Licensing. Contractor shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

This information together with a request for licensing shall be sent to Programs Controls Support, telephone number (754) 321-1537, colette.jones@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to Contractor.

Training shall be coordinated, scheduled and provided to those provided access and licenses by Programs Control Support. Additional training may be provided based on availability.

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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.

FOR OWNER

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____,
_____, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FOR CONTRACTOR

(Corporate Seal)

[Insert Contractor's Legal Name]

ATTEST:

By _____,
_____, President

_____, Secretary

-or-

Witness

Witness

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____ of _____ on behalf of the corporation or agency.

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

My commission expires:

Signature, Notary Public

Printed Name of Notary
(SEAL)

Notary's Commission No.

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: _____

(Note to Contractors: a separate Power of Attorney is required for each bond & For the Contract Agreement (Doc 00520).

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____ by _____ of _____, on behalf of the corporation or agency.

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

My commission expires:

(SEAL)

Signature – Notary Public

Printed Name of Notary

Notary's Commission No.

END OF DOCUMENT



Document 00545: NOTICE: Be Ready to Proceed

Date:

To: (Enter Name & Title)

Building Permit No.:

Company Name (Enter Company Name)
& Address: (Enter Street Address)
(Enter City, State Zip)

Certified Mail RRR No.:

This document constitutes your Notice: Be Ready to Proceed with the following Project under the Construction Services Minor Projects Contract:

Bid No. / Name.: ITB26-064/Construction Services Minor Projects (CSMP)
Project No.:
Location No.:
Project Title:
Facility Name:

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

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: **(ENTER FACILITY NAME)**
(ENTER STREET ADDRESS)
(ENTER CITY, STATE ZIP)

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.

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,

(ENTER NAME)

Director, Procurement & Logistic Operations

Attachments:

- ☐ Document 00600 Performance Bond
- ☐ Document 00610 Payment Bond
- ☐
- ☐

Copies:

- ☐ (Enter Name), Principal / Head of Facility
- ☐ (Enter Name), Executive Director, Capital Programs (With Copy of Attachments)
- ☐ (Enter Name), Director, Construction
- ☐ (Enter Name), Director, Pre-Construction
- ☐ (Enter Name), Chief Building Official
- ☐ (Enter Name), Director, Facility Planning and Real Estate
- ☐ (Enter Name), Project Manager (With Copy of Attachments)
- ☐ (Enter Name), Manager, Construction (With Copy of Attachments)
- ☐ (Enter Name), Director, Capital Planning
- ☐ (Enter Name), Capital Payments Review Supervisor
- ☐ (Enter Name), Director, Risk Management
- ☐ (Enter Name), Manager, Construction Sourcing (PWS) (With Copy of Attachments)
- ☐ (Enter Name & Company Name), Project Consultant (With Copy of Attachments)
- ☐ (Enter Name (If available) & Company Name), Surety
- ☐ Project File (With Original Attachments)
- ☐ Contract Set (With Original Attachments)



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

Document 00550: Notice to Proceed (Construction - CSMP)

Date: _____ **PO No.:** _____
To: (Enter Name, Title) **Building Permit No.:** _____
Company Name: _____ **Mailed:** _____
Address: _____

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

Bid No. - Project No.: Select One - (Enter Proj. #, i.e. P.XXXXXX)
Location No.:
Project Title:
Facility Name:

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 Substantial Completion Date of _____ followed by no more than _____ **consecutive calendar** days to Final Completion.
- ☐ A required Substantial Completion of _____ **consecutive calendar** days followed by no more than _____ **consecutive calendar** days to Final Completion.
- ☐ As otherwise delineated in the Agreement Form to which you were signatory.

A Pre-Construction Conference is scheduled for:

Date: _____ Time: _____
Place: _____

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 are listed below:

Item Instruction

1. The scope of the required services is specified on the Project Estimate Order with a Contract Sum for this project: \$
2. Work Category for Bid No.: Select From Dropdown List
3. Project Manager:
4. This document is part of the Construction Services Minor Projects Agreement.
- 5.

5. Approvals, as follows:

Director of Risk Management: _____ (Print Name)

(Signature) Date: _____

Executive Director, Capital Programs: _____ (Print Name)

(Signature) Date: _____

Your surety is being advised of this Notice to Proceed by copy of this document and its attachments (if applicable). If you have any questions concerning this Notice to Proceed, contact the **Project Manager** at (_____) _____-_____.

Sincerely,

Director, Procurement & Logistic Operations Department

Attachments:

- ☒ Contractor's Proposal with Approved Schedule of Values & Construction Schedule
- ☒ Document 00800a – Estimating Order
- ☒ Document 00800b – Estimating Recap
- ☒ Risk Management Approval and Certificate of Insurance
- ☒ M/WBE Documents (either 00470 & 00475 OR Supplier Diversity Waiver (with 00480 if applicable))
- ☒ Contractor Pre-Qualification Certificate
- ☐ Original Recorded Document 00600 Performance Bond (If Applicable - Required if amount is for \$200,000 or more)
- ☐ Original Recorded Document 00610 Payment Bond (If Applicable - Required if amount is for \$200,000 or more)
- ☐ Building Permit (If Applicable)

Copies:

- ☒ _____, School Principal / Head of Location
- ☒ _____, Executive Director, Capital Programs (With Copy of Performance and Payment Bonds-If Applicable)
- ☒ _____, Director, Facility Planning and Real Estate
- ☒ _____, Chief Building Official
- ☒ _____, Director, Pre-Construction
- ☒ _____, Director, Construction
- ☒ _____, Manager, Construction (BCPS) (With Copy of Attachments)
- ☒ _____, Project Manager (With Copy of Attachments)
- ☒ _____, Director, Capital Planning
- ☒ _____, Capital Payments Review Supervisor
- ☒ _____, Director, Risk Management
- ☐ _____, Surety (with Copy of Attachments) (If Applicable - Required if amount is for \$200,000 or more)
- ☐ _____, Project Consultant (If Applicable)
- ☒ _____, Director, Procurement & Logistic Operations
- ☒ _____, Manager, Construction Sourcing (Procurement) (With Copy of Attachments)
- ☒ Contract Set (With Original Attachments)
- ☒ Project File (With Original Attachments)

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

(754) 321-0505

Document 00600: Payment Bond Form

Bid No. / Name: ITB26-064 - Construction Services Minor Projects

Project No.:

Location No.:

Project Title:

Facility Name:

Facility Address:

Description of Project: (Insert Description)

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:

(Project Consultant Name)

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 their 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 their 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



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

Document 00610: Payment Bond Form

Bid No./Bid Name: ITB26-064 - Construction Services Minor Projects
Project No.:
Location No.:
Project Title:
Facility Name:
Facility Address:

Description of Project: (Insert Description)

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.

Dated on:	Principal:
_____ , _____	_____
	By (Signature)

	SEAL
	Surety:

	By: (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 & Logistic Operations 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:

Bid No.: ITB26-064

Bid Name: Construction Services Minor Projects

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:

Subcontractor (Principal) (Seal)

Surety (Seal)



Document 00625: SUBCONTRACTOR'S PAYMENT BOND

SUBCONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

CONTRACTOR (Name and Address):

CONSTRUCTION CONTRACT:

Bid No.: ITB26-064

Bid Name: Construction Services Minor Projects

Project Title:

Project No. &

Location No.:

Date:

Amount:

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. faxed 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:

Subcontractor (Principal) (Seal)

Surety (Seal)



Document 00630: Performance Bond Rider

Bid No./Name: ITB26-064 - Construction Services Minor Projects

Project Title:

Project No.:

Location No.:

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
_____.



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

(754) 321-0505

Document 00630: Performance Bond Rider

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 & Logistic Operations Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351**

(754) 321-0505

Document 00635: Payment Bond Rider

Bid No. / Name: ITB26-064 - Construction Services Minor Projects

Project Title:

Project No:

Location No.:

Facility Name:

Facility Address:

Description of Modification (s) to the Contract:

BE KNOW ALL PERSONS BY THESE PRESENTS, THAT

_____, as Principal, located at _____ and _____
(Contractors Name)
<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
_____.



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

(754) 321-0505

Document 00635: Payment Bond Rider

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



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:

(Insert Project Number) – (Insert Project Name)

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:

(Insert Address)
and legally described as:

(Insert Building or Premises Situation).

(Property description includes name of site).

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 (or affirmed) and subscribed before me by
means of ☐ physical presence or ☐ online notarization,
this ____ day of _____, ____ (year), 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: _____



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, S/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 bi-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 rights-of-way 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 S/M/WBE Subcontractors participating in the Owner's 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.
- 24.04 The Owner may structure contracts to avoid sales tax on public works project materials by purchasing those materials directly from the supplier rather than having the contractor make those purchases. A direct purchase program avoids the sales tax on materials incorporated into a public project. Section 212.08(6), F.S., contains the following basic requirements to qualify for the direct purchase program:
- 24.04.01 The Owner will issue its own purchase order directly to the suppliers.
- 24.04.02 The Owner will provide the supplier with a copy of the Owner's sales tax exemption certificate.
- 24.04.03 The supplier's invoices will be addressed to the Owner, not the contractor.
- 24.04.04 Payments will be made by the Owner directly to the supplier.
- 24.04.05 The Owner will take title of the building materials and equipment directly from the supplier upon delivery rather than from the contractor after the project is completed.
- 24.04.06 The Owner rather than the contractor will bear the risk of loss of the materials as established through contract provisions concerning casualty insurance.

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 6 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 man-hours 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, coverages 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; \$2,000,000 general aggregate. Products Completed Operations aggregate shall not be less than \$2,000,000. 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.

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).

- 42.14 **Builders' Risk/Installation Floater Insurance:** The Contractor shall carry Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, hurricane, theft, building collapse in addition to perils identified within the extended coverage. Insurance limits shall be insured in the amount of one hundred percent (100%) of the contract value to include both hard and soft costs. Such policies shall be written to protect the Contractor and Owner as their interest may appear. This coverage shall not be lapsed or cancelled due to partial occupancy by the Owner prior to final acceptance of the Project.

Insurance Warranty Period for Claims-Made Policies: All Claims-Made 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.

- 42.15 **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, FL for approval. In addition, the following wording must be included on the Certificate of Insurance:

- a. The School Board of Broward County, FL, its members, officers, employees, and agents are added as additional insured.
- b. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
- c. Builder's Risk/Installation Floater policy must contain the following wording and appear on the certificate: Builder's Risk limits are insured at 100% of the contract value and include both hard and soft costs. Please include the Project Number and Project.
- d. Certificate Holder Address:

The School Board of Broward County
c/o EXIGIS Risk Management Services
P. O. Box 4668 – ECM #35050
New York, NY 10163-4668

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 on 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.



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

Document 00800a: ESTIMATING ORDER

Via – Fax, Email

Date: _____

Name & Title:

Company Name:

Company Address:

Facility:

Location Number:

Bid No. - Project No.: _____ - _____

Project Title:

Dear _____:

Please submit a cost estimate for this project utilizing the Construction Services Minor Projects Contract dated _____ for Select One _____ Services. Submit your estimate in writing on the Estimating Recap Form and Project Cost Sheet.

Please contact (Enter Name) _____, **Project Manager for further instructions at** _____ - _____ - _____.

Submit your estimate proposal to (Enter Name) _____, (Enter Title Here) _____ via email at (Enter Email Address) _____ within _____ days of your receipt of this Estimating Order (Document 00800a) and copy (Enter Name) _____, Construction Purchasing Agent at (Enter Email Address) _____.

Time for Completion of the Work	_____ Consecutive Calendar Days from the date stipulated on the Notice to Proceed for Substantial Completion
Time for Completion of Final Completion	_____ Consecutive Calendar Days from Substantial Completion

If you have any questions, please contact (Enter Name) _____, (Enter Title Here) _____ at (____)-____-____ or email to (Enter Email Address) _____.

Sincerely,

(Signature)

(Enter Name Here) _____, (Enter Title Here) _____
Office of Facilities & Construction

_____/_____:_____
Attachments

cc: (Enter Name) _____, Director
(Enter Name) _____, Construction Manager
(Enter Name) _____, Project Manager
(Enter Name) _____, Construction Purchasing Agent
(Enter Name) _____, Project File



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

DOCUMENT 800b: CONSTRUCTION SERVICES MINOR PROJECTS

ESTIMATING RECAP FORM

Bid No. - PROJECT NO.: Select One -		LOCATION NO.:
PROJECT NAME:		
SCHOOL/BUILDING NAME:		
SBBC's PROJECT MANAGER:		
CONTRACTOR:		CONTRACTOR'S TELEPHONE #:
CONTRACTOR'S ADDRESS:		
ACTIVITY		
DEMOLITION WORK		\$ _____
NEW ARCHITECTURAL WORK		\$ _____
MECHANICAL WORK		\$ _____
ELECTRICAL WORK		\$ _____
ROOFING WORK		\$ _____
FIRE SPRINKLER/SUPPRESSION WORK		\$ _____
SITE UTILITIES WORK		\$ _____
PLUMBING WORK		\$ _____
SPECIALTY WORK		\$ _____
OTHER		\$ _____

A.	The Work - Lump Sum	\$ 0.00
B.	Cost of Performance and Payment Bonds	\$
C.	Cost of Builder's Risk Insurance	\$ Provided by SBBC
D.	Lump Sum Proposal – Total Construction Cost (A,B, and C)	\$ 0.00
E.	Number of days to substantial completion	Days
F.	Number of days to final completion	Days

Contractor's Officer's Typed Name and Title

Contractor's Officer's Signature

Date



Document 00910: Addendum

To: All Prospective Bidders

Addendum No.: _____

Date: _____

Location No.: Various
Facility Name: Various
Project No.: Various
Project Name: Various
Bid No.: ITB26-064
Bid Name: Construction Services Minor Projects

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:

<https://www.browardschools.com/Page/36173>

(Select "Click Here" for view SBBC's current solicitations and addenda)

See attached pages for addendum content, which:

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:

Distribution: 1. Project Consultant 2. Construction Contracts Section 3. Project Manager 4. Project File