

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**1700 Southwest 14th Court • FORT LAUDERDALE, FLORIDA 33312 • TEL 754-321-1517 • FAX 754-321-1681**FACILITIES & CONSTRUCTION
MANAGEMENT**Michael C. Garretson, Deputy Superintendent
michael.garretson@browardschools.com**SCHOOL BOARD**

Chair BEVERLY A. GALLAGHER
Vice-Chair ROBIN BARTLEMAN
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BENJAMIN J. WILLIAMS

JAMES F. NOTTER
Interim Superintendent of Schools

February 9, 2007

Mr. Terry Jackson, Vice-President/CMO
Ashbritt, Inc.
480 South Andrews Avenue
Suite #103
Pompano Beach, FL 33069Subject: NOTICE TO PROCEED (NTP) – EMERGENCY REPAIRS - HURRICANE WILMA
CONTRACTOR: Ashbritt, Inc.
FACILITY: Various Sites

Dear Mr. Perkins:

Please consider this Notice to Proceed as your authorization to commence providing the services and/or submitting invoices for the work indicated below in accordance with the following provisions.

1. The services to be provided are limited to Portable Roof Repairs and/or replacement as per C & B Services, Inc. proposal dated November 7, 2005.
2. The contract amount is not to exceed \$1,001,252.78 and the Work is to be completed within 180 consecutive calendar days of execution of this NTP. (Insurance Certificates)
3. The terms and conditions, other than those stated in this NTP are according to Document 00520, Construction Services Minor Projects (Open End) Agreement.
4. OTHER INSTRUCTIONS: Pricing

Portable Size	Unit Price
Up to 1,023 Square Feet of Roof	\$11,325
Over 1,023 Square Feet of Roof	\$11,794

5. BILLING INSTRUCTIONS - Monthly: Submit to Building 4, Reception. See below for invoice submittal requirements.

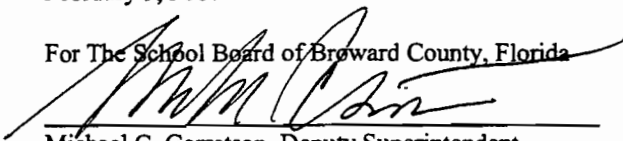
This NTP entitles you to submit invoices according to No. 5 above. All invoices shall be accompanied by unitized quantities priced according to the above terms. Supporting documentation required shall include schedule of values with unit quantities, unit costs, extended amount totaled and multiplied by the above indicated agreed multiplier and photographs made of the work prior to commencing and during the Work. Additionally, all requirements set forth above, or as may be required, for documentation by FEMA, the District's insurers, and the Stafford Act shall be provided by the Contractor.

The School Board of Broward County, Florida reserves the right to audit any and all documentation including, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract. See agreement form for further provisions.

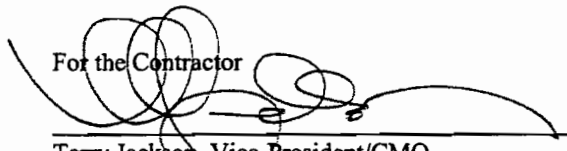
This NTP is issued pursuant to Policy 3320, Section I.h, under the authority of the Superintendent of Schools. Acceptance by the below parties is an indication of the agreement to the terms and conditions as indicated above and as if included herein. No other agreements written or otherwise are to be construed as part of this agreement.

February 9, 2007

For The School Board of Broward County, Florida


Michael C. Garretson, Deputy Superintendent
Facilities and Construction Management

For the Contractor

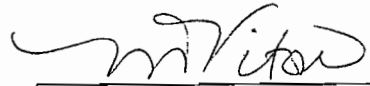

Terry Jackson, Vice-President/CMO

STATE OF FLORIDA

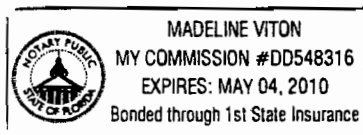
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9th day of February, 2007 by Terry Jackson of AshBritt, Inc. Name of Person
Name of Corporation or Agency, on behalf of the corporation/agency.

My Commission Expires:


Signature - Notary Public

(SEAL)



Madeline Viton
Printed Name of Notary

DD548316
Notary's Commission No.

Attachments: Portables Department Assignment Report
Document 01290a Application for Payment
Document 00435 Schedule of Values
Document 00466 Statement of Commitment
Document 00520 Form of Agreement
Document 00700 General Conditions

MCG/DH:vmd.

cc: Derrick Ragland, Executive Director, Project Management
Robert Warumberg, Director, Supply Management & Logistics
Pam Norwood, Capital Payment Review Supervisor
Denis Herrmann, Director, Design and Construction Contracts
Michael Solley, Project Manager
Project File
CC File

C + B picked-up
11-8-05

AS of 11/8/05 @ 11:38 AM
13 of 21

Wilma Damaged Portables

Assigned to C & B

Jim Pace

Jim Livingston

Joe Pieret

Cal York

JimP

JimL

JoeP

CalY

954-804-9984

954-778-9397

954-804-9983

954-249-4140

School	1	Unit #	Work	PM
Total	91			
Flannagan	1	1183VE	Roof/Interic	JimL
Flannagan	1	1188VE	Roof/Interic	JimL
Flannagan	1	1180VE	Roof/Interic	JimL
Flannagan	1	1176VE	Roof/Interic	JimL
Flannagan	1	1189VE	Roof/Interic	JimL
Flannagan	1	1181VE	Roof/Interic	JimL
Flannagan	1	580C	Roof/Interic	JimL
Flannagan	1	32N	Roof/Interic	JimL
Flannagan	1	651C	Roof/Interic	JimL
Flannagan	1	1271CP	Roof/Interic	JimL
Flannagan	1	1260AP	Roof/Interic	JimL
Flannagan	1	1171CA	Roof/Interic	JimL
Flannagan	1	009L	Roof/Interic	JimL
Flannagan	1	008L	Roof/Interic	JimL
Flannagan	1	005L	Roof/Interic	JimL
Flannagan	1	1199VE	Roof/Interic	JimL
Flannagan	1	010L	Roof/Interic	JimL
Dandy	1	134C	Roof/Interic	JoeP
Dandy	1	102N	Roof/Interic	JoeP
Dandy	1	171	Roof/Interic	JoeP
Dandy	1	236	Roof/Interic	JoeP
Nova High	1	168	Roof Ony	JimP
Nova High	1	127	Roof Ony	JimP
Nova High	1	359	Roof Ony	JimP
Nova High	1	130C	Roof Ony	JimP
Nova High	1	129C	Roof Ony	JimP
Nova High	1	131C	Roof Ony	JimP
Nova High	1	1CA	Roof Ony	JimP
Nova High	1	821CDX	Roof Ony	JimP
Nova High	1	822CDX	Roof Ony	JimP
Nova High	1	244	Roof Ony	JimP
Nova High	1	835CDX	Roof Ony	JimP
Nova High	1	128C	Roof Ony	JimP
Nova Middle	1	816C	Roof Ony	JimP
Nova Middle	1	301	Roof Ony	JimP
Nova Middle	1	817C	Roof Ony	JimP
Nova Middle	1	810CDX	Roof Ony	JimP
Nova Middle	1	939CT	Roof Ony	JimP

Wilma Damaged Portables**Assigned to****C & B****Jim Pace****Jim Livingston****Joe Pieret****Cal York****JimP****JimL****JoeP****CalY****954-804-9984****954-778-9397****954-804-9983****954-249-4140**

School	1	Unit #	Work	PM
Total	91			
Monarch High	1	1006C	Roof/Interic	CalY
Monarch High	1	15	Roof/Interic	CalY
Monarch High	1	130N	Roof/Interic	CalY
Deerfield Beach Middl	1	232	Roof/Interic	CalY
Deerfield Beach Middle		383	Roof/Interic	CalY
Deerfield Beach High	1	471C	Roof/Interic	CalY
Deerfield Beach High	1	91N	Roof/Interic	CalY
Deerfield Beach High	1	309C	Roof/Interic	CalY
Pompano Beach Mid.	1	402	Roof/Interic	CalY
Pompano Beach Mid.	1	10M	Roof/Interic	CalY
Pompano Beach Mid.	1	786C	Roof/Interic	CalY
Pompano Beach Mid.	1	790C	Roof/Interic	CalY
Cypress Bay/Falcon C	15		Roof/Interic	JimL
Cypress Bay/Falcon Cove				JimL
Cypress Bay/Falcon Cove				JimL
Cypress Bay/Falcon Cove				JimL
Cypress Bay/Falcon Cove				JimL
Cypress Bay/Falcon Cove				JimL
Pioneer Middle	1	1049	Roof/Interic	JimL
Pioneer Middle	1	1050	Roof/Interic	JimL
Pioneer Middle	1	1051	Roof/Interic	JimL
Pioneer Middle	1	1054	Roof/Interic	JimL
Pioneer Middle	1	1055	Roof/Interic	JimL
Pioneer Middle	1	1056	Roof/Interic	JimL
Pioneer Middle	1	1057	Roof/Interic	JimL
Pioneer Middle	1	1058	Roof/Interic	JimL
Pioneer Middle	1	453	Roof/Interic	JimL
Piper H.S.	1	108E	Roof/Interic	JoeP
Piper H.S.	1	144	Roof/Interic	JoeP
Piper H.S.	1	243T	Roof/Interic	JoeP
Piper H.S.	1	624C	Roof/Interic	JoeP
Piper H.S.	1	24	Roof/Interic	JoeP
Piper H.S.	1	969	Roof/Interic	JoeP
Piper H.S.	1	1314	Roof/Interic	JoeP
Piper H.S.	1	4445	Roof/Interic	JoeP
Piper H.S.	1	44441	Roof/Interic	JoeP
Meadowbrook	1	53N	Roof/Interic	JoeP

Leased

Leased

Wilma Damaged Portables
Assigned to C & B

Jim Pace	JimP	954-804-9984
Jim Livingston	JimL	954-778-9397
Joe Pieret	JoeP	954-804-9983
Cal York	CalY	954-249-4140

School	1	Unit #	Work	PM
Total	91			
Meadowbrook	1	982P	Roof/Interic	JoeP
Meadowbrook	1	157P	Roof/Interic	JoeP
Meadowbrook	1	1251VE	Roof/Interic	JoeP
Meadowbrook	1	673C	Roof/Interic	JoeP
Meadowbrook	1	545C	Roof/Interic	JoeP
Davie Elementary	1	391	Roof/Interic	JoeP
Davie Elementary	1	7N	Roof/Interic	JoeP
Davie Elementary	1	R5	Roof/Interic	JoeP



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

(754) 321-1500

Document 01290a: Application for Payment

To: The School Board of Broward County, Florida

(Owner via Project Consultant)

Project No:

Project Title: Hurricane Wilma Emergency Repair

Facility Name:

Application No.:	Period To:	SBBC Purchase Order No.:
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Work Order No.:

Project Consultant:

Change Order Summary		
Change Orders approved by the School Board in previous months.	Additions	Deductions
Total:		
Approved this Month:		
Number	Date Approved	
Totals		
Net change by Change Orders:		

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

Contractor:

By: (Signature)

Date: _____

Notarization

Sworn Before me on this _____ day of _____, _____, _____ State of Florida _____ County _____

Commission Expires: _____

Notary Public: _____

The School Board of Broward County, Florida
Application for Payment
May 18, 2004

Application is made for Payment, as shown below, in connection with the Contract. The Contractors updated Document 00435, Schedule of Values, is attached as a continuation/detail sheet.

1. ORIGINAL CONTRACT SUM \$ _____
2. NET CHANGE BY CHANGE ORDERS \$ _____
3. CONTRACT SUM TO DATE (Line 1 plus or minus line 2) \$ _____
4. TOTAL COMPLETED AND STORED TO DATE (Column H of Document 00435) \$ _____
5. RETAINAGE
a. _____ % of Completed Work \$ _____ (Column E + F of Document 00435)
b. _____ % of Completed Work \$ _____ (Column E + F of Document 00435)
Total Retainage (Line 5a + 5b or total in Column K on Document 00435) \$ _____
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ _____
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from previous certificate) \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ _____

See Reverse for Project Consultant's Certification

Document 01290a: Application for Payment

Project Consultant's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Project Consultant certifies to the Owner that to the best of his knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

\$ _____

Project Consultant:

By: _____

(Signature)

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

OWNER'S APPROVAL

AMOUNT APPROVED

(Attach explanation if amount approved differs from the amount certified above.)

\$ _____

Approved for Payment by:

Project Manager I, II or III:

By: _____

(Signature)

Date: _____

Senior Project Manager:

By: _____

(Signature)

Date: _____

Executive Director, Project Management:

By: _____

(Signature)

Date: _____

This Approval is not negotiable. The AMOUNT APPROVED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



The School Board of Broward County, Florida
Facilities and Construction Management Division
1700 SW 14th Court
Fort Lauderdale, FL 33312

(754) 321-1500

Document 00435: Schedule of Values

Project No:

Project Title:

Facility Name:

Contractor:

Hurricane Wilma Emergency Repair

Date Submitted:

Original Post Bid Submittal:

☐ Yes ☐ No

Accompanying Requisition for Payment No.:

A	B	C	D	E	F	G	H	I	J	K	L
Item No.	R.S. Means Section No.	R.S. Means Item Number	Unit Prices	Unit Quantities	Work Completed		Materials Presently Stored to Date (Not in F or G)	Total Completed & Stored to Date (F + G + H)	% K / F	Balance to Finish (F-G)	Retainage
					From Previous Application	This Period					
1.											
2.											
3.											
4.											
5.											
6.											
7.											
8.											
9.											
10.											
11.											
12.											
13.											
14.											
15.											
16.											
17.											
18.											
19.											
20.											

END OF DOCUMENT



The School Board of Broward County, Florida
Minority/Women Business Enterprise
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, FL 33301-3125

(754) 321-1500

Document 00466 - Statement of Commitment

Project No:
Project Title:
Facility Name:

I hereby declare and affirm that I, _____ of

_____,

Certifies and understand that any contract award under this proposal requires:

1. The bidder/contractor to make a good faith effort in awarding subcontracts to Minority and Women Business Enterprise (M/WBE) for this project.
2. The bidder/contractor not to discriminate against any Minority and Women Business Enterprise (M/WBE) firms in awarding subcontracts for this project.
3. The recommended awardee/contractor to comply with the submittal of document 00470 Letter of Intent: M/WBE Subcontractor Participation, document 00475 Summary: M/WBE Subcontractors Participating, and document 00480 Unavailability Certificate: M/WBE Subcontractors Participating, and document 00485
4. The bidder/contractor to provide additional documentation to verify or clarify good faith efforts upon request.
5. The recommended awardee to submit Monthly M/WBE Utilization Reports after contract award.
6. The replacement of any M/WBE subcontractor before contract award or during contract performance the awardee will: a) notify the M/WBE Coordinator and the Deputy Superintendent of Facilities and Construction Management or his/her designee and b) make at good faith efforts in the selection of a replacement.

(Corporate Seal)

(Design/Builder's Agent/Officer's Signature)

On this _____ day of _____, 2005 personally appeared before me, the undersigned officer/agent authorized to administer oaths: _____

Known to be the person described in the foregoing affidavit, who acknowledged that he/she executed the same in the capacity stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission expires: _____
(Seal)

DOCUMENT 00520

**FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT made and entered into this day of in the year two thousand and four 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 different projects. Rather than enter into separate agreements each time that is required, the Owner and Contractor have entered into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects for which the Contractor is hired.

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 The Deputy Superintendent for Facilities and Construction Management: An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the specific projects authorized under this Agreement, referred to hereinafter as the Deputy Superintendent.

1.02 Contractor: The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner to provide construction services, which may include the furnishing of labor, materials and/or services pursuant to the terms of
---this Agreement.

1.03 **The Contract:** The Contract as used herein refers to this Agreement and any schedules or exhibits attached hereto or which are incorporated by reference.

1.04 **Contract Administrator:** An employee of the Owner assigned to administer and manage the Contract between the Owner and the Contractor.

1.05 **The Facilities and Construction Management Division:** The Facilities and Construction Management Division is the Owner's organizational entity which acts as liaison between the Contractor and Owner and provides day to day management, plan review, inspection and other professional services on the Owners behalf.

1.06 **Estimating Order Sheet:** A by the Contract Administrator to the Contractor representing the scope of work to be estimated.

1.07 **Project Manager:** An employee of the Owner assigned by the Deputy Superintendent to assist in the management of the Project as a direct representative of the Owner.

1.08 **Notice to Proceed:** A document issued by the Owner to the Contractor authorizing the performance of specific construction services for the amount and time stipulated in the Contract.

1.09 **The Project:** The construction, alteration or repair, and all other corresponding services, comprising a facility and/or its components as contemplated and budgeted by the Owner.

1.10 **Project Cost Sheet:** The document issued by the Contractor setting forth the cost of the scope of work, as set forth in the Estimating Order Sheet, to be completed by the Contractor, for a particular project.

1.11 **Recap Cost Sheet:** The document containing the cost to complete the scope of work as set forth in the Estimating Order. The Recap Cost Sheet must be executed by the Contractor.

1.12 **Single Fixed Multiplier:** Is that number [as agreed upon and accepted by the Owner] when multiplied by the RS Means "Facilities Construction Cost Data" (or other referenced cost data as noted on Document 00410, Bid Form) Edition in effect on the date of the , estimating order as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 333) that represents the total cost of the work for the project.

1.13 **Sub-Contractor:** A person or organization who has entered into an agreement with the Contractor to provide labor, materials, and/or services for the Project.

1.14 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the Superintendent.

1.15 **Building Code Inspector ("BCI"):** Employees of the Owner and others designated by the Facilities and Construction Management Division who are certified as a BCI by the Florida Department of Education ("DOE"). BCI's may provide plan review, construction inspections, and other services related to the Project for the Owner.

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 any and all applicable codes as amended, laws and ordinances.

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, 1999 ("SREF") and its referenced codes and standards, as modified, supplemented, or replaced by the Florida Building Code and Florida Fire Prevention Code effective on July 1, 2001; and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes), with Owner 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.

2.02.05 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.

2.02.06 The Contractor must comply with SBBC and M/WBE goals as set forth by the Owner in the Request for Proposal.

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 Deputy Superintendent or his 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.

ARTICLE 4 -BASIS OF COMPENSATION

4.01 The Single Fixed Multiplier, as agreed upon, is_____.

4.01.01 The Contract amount for each project as set forth in the Purchase Order shall be: THE TOTAL OF EACH UNIT PRICE INCLUDED ON THE PROJECT COST SHEET, TIMES THE QUANTITY REQUIRED, TIMES THE SINGLE FIXED MULTIPLIER. The Single Fixed Multiplier includes all Labor, materials, services, profit, overhead (including all necessary travel and per diem), insurance, and any other expenses associated with completing the work.

4.02 Reimbursements:

4.02.01 Reimbursements will be made for survey data, testing services, fees, performance and payment bonds, builder's risk insurance, SBBC I.D. badges and permit as may be necessitated by request for submittals from the Contract Administrator. This reimbursement shall be based on an actual cost. **(Reimbursements are not subject to multiplier.)**

4.03 Estimates:

4.03.01 Estimates shall include all items as listed on the Price Schedule. Deletion or changes to the unit prices or items of work shown on the Price Schedule will be cause for rejection of the estimate. With unlisted items, the Contract Administrator and Contractor have the authority, after review of submittals (actual invoice, subcontractor's estimate, supplier estimate, cut sheet, shop drawings, etc.), to change the price schedule accordingly.

4.04 The Price Schedule will be composed of the following:

4.04.01 Cost estimates shall be based on the current RS Means Facilities Construction Cost Data, (or other referenced cost data as noted on Document 00410, Bid Form) in effect at the date of the Purchase Order as adjusted by the "Location Cost Factor" for Fort Lauderdale, Florida (Zip 333) and/or Table A as described in 4.04.03.

4.04.02 If a labor rate needs to be established for a task not found in the price schedule, use the labor rates published in the current RS Means Facilities Construction Cost Data [Crew Tables] set forth in 4.04.01 above.

4.04.03 Certain tasks in the RS Means Facilities Construction Cost Data have been modified by the Owner. The Contractor is to check the established costs of Table A, Substituted Price Schedule. If a specific task is not listed in this table or the RS Means Facilities Construction Cost Data Edition, the Contractor is instructed to contact the assigned Contract Administrator for clarification.

4.05 If a discrepancy exists between the unit price costs and the assembly costs, the unit price cost will govern.

ARTICLE 5 -ESTIMATING ORDER

5.01 Each Estimating Order and the attachments will describe the extent of work to be removed and the extent and type of new work to be installed. 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 Request for Proposal by the Contractor's submittal of a cost sheet (s) and all other documents mandated by the Estimating Order. The cost sheet(s) and other documents will be reviewed by the Contract Administrator and, if found to be acceptable by the Contract Administrator, the Notice to Proceed will be signed by the Contract Administrator and the Contractor.

5.03 If, after initial review of the cost sheet(s) and any other documents submitted by the Contractor to the Contract Administrator, the Notice to Proceed cannot be signed, an extended review period will be initiated.

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 with a Notice to Proceed from the Contract Administrator. The "Start Date" will be shown on the Notice to Proceed. Any work performed by the Contractor prior to receipt of a 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 Contract Administrator. Upon commencing work, the Contractor will proceed diligently toward completion of the project. Any delay in the work, beyond the Contractor's control, will be reported to the Contract Administrator or his designated representative immediately.

6.03 Items for work required by any Cost Sheet that are covered by the Price Schedule will be composed of the following pages from:

6.03.01 R.S. Means Facilities Construction Cost Data and Table A, which is a portion of the unit price schedule as altered by substitutions.

ARTICLE 7-PAYMENTSTO THE CONTRACTOR

7.01 Payment shall be made according to Document 01290 – Payment Procedures incorporated herein by reference.

7.01.01 No payments shall be due to Contractor unless and until all labor, material, services, forms and documents required by Owner have been provided by Contractor and its Sub-Contractor to Owner or others who are to receive same. 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.

7.01.02 The Contractor shall submit a certificate for payment in the Owner's required format as incorporated herein.

7.01.03 All submitted invoices shall have copies of the referenced Purchase Order attached.

7.01.04 Payments are due and payable thirty (30) days from receipt of the Contractor's invoice, provided it is in accord with the requirements of this Agreement.

7.01.05 Every request for payment (whether partial or final in excess of \$500.00) must be accompanied by a "Contractor's Affidavit and Certificate of Completion. The Contractor will receive a blank Partial and Completion Certificate with the Initial Notice to Proceed. Additional copies of the certificate may be obtained from the Division of Facilities and Construction Management

ARTICLE 8 -INDEMNIFICATION CLAUSE

8.01 See Article 38 of General Conditions.

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.

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 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. (1999), 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 same 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 Owner. The Owner shall be named as an additional insured under the General Liability policy.

9.01.06 The 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 contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than One Million Dollars (\$1,000,000) for injury or death to any one person and not less than \$2,000,000 per occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence; and shall carry Owner's and Contractor's Protective Liability Insurance of not less than \$1,000,000; as a minimum coverage.

9.02.02 **Automobile Liability Insurance:** The Contractor shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the provided services as described in this contract in amounts not less than One Million Dollars (\$1,000,000) per claimant and \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

9.02.03 **Workers' Compensation Insurance:** The Contractor shall maintain Workers' Compensation insurance for all of its employees connected with the provided services as described in this contract in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand (\$500,000) Dollars per accident.

9.02.04 **Builders' Risk Insurance:** The Contractor shall carry at an additional expense to Owner, on a per-project basis, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief, windstorm, and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and Owner as their interest may appear.

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 and Sub-Contractor's own staff, unless otherwise approved by the Owner. 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 execution, and may, by mutual agreement between the School Board of Broward County and the Contractor, upon final School Board approval, be extended for one additional - one-year period. The Board, through its Facilities and Construction Management Division, will, if considering to renew, request a letter of intent to renew from each Contractor, prior to the end of the current contract period. 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 renewal.

10.02.02 No single project's construction value shall exceed \$1,000,000. Additionally, the Agreement shall also expire when the total value of work awarded reaches eight (8) million dollars, unless the Agreement is amended to increase contract value.

10.03 Time for Performance:

10.03.01 The Contractor agrees to start all work hereunder upon receipt of a Notice To Proceed issued by the Deputy Superintendent or his designee, as set forth on the Purchase Order, and to complete all work in a timely manner and in accordance with the Recap Cost Sheet. 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 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 for 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 Division of the Facilities and Construction Management 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 provide 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, 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 Cost of the Project due him. 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 his contractual rights, as the Owner may require for the purpose of fully vesting in him 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 which shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, Sub-Contractor files (including proposals of successful and unsuccessful Sub-Contractors) original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any price/ cost proposals, invoices, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this Agreement. If requested to do so, Contractor shall provide copies of documentation described herein to the Owner.

10.07.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Contractor pursuant to this Agreement. All costs which the Contractor is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of cost or found not to be in compliance with provisions of this contract, shall be reimbursed to the Owner.

10.07.03 Owner's agent or its authorized representative shall have, access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

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 Contractor records which shall include but not be limited to accounting records, payroll time sheets, cancelled payroll checks, W-2's 1099's written policies and procedures, computer records, disk and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Construction manager or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

10.07.06 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

10.07.07 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

10.07.08 Contractor shall require all subcontractors, insurance agents, and material supplier (payees to comply with the provisions of this Article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Construction Manager pursuant to this contract.

10.07.09 If an audit inspection or examination in accordance with this Article, discloses overcharges except negotiated fees) by the Contractor to the Owner in excess of 2% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Construction Manager. If the audit discloses contract billing or charges to which Contractor is not actually entitled Contractor shall pay over

to Owner said sum within 20 days of receipt of a written demand unless otherwise agreed to by both parties in writing.

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 Contract Administrator. 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 and format of that media shall conform to the Owner's Electronic Media Submittal Requirements which are incorporated as "Exhibit I" to this Agreement for Construction Service Minor Projects.

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, Bid No. 2004 – 02 - FC dated May 18, 2004 and the contractor's bid submittals. 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, embodies the entire agreement between Owner and Contractor and supercedes 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:	Address:
Owner:	The School Board of Broward County, Florida 1700 SW 14th Court Fort Lauderdale, FL 33312 Attn:
With Copy To:	The School Board of Broward County, Florida 1700 SW 14th Court Fort Lauderdale, FL 33312 Attn:
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

13.0 1 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 or 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.

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 seal affixed by and through their proper offices, thereunto duly authorized, on this day and year first above written.

(Note to Contractors: a separate Power of Attorney is required for each bond)

OWNER

CONTRACTOR

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

SEAL

SEAL

By: _____
Carole L. Andrews
Chair

By: _____

By: _____
Franklin L. Till, Jr.
Superintendent of Schools

By: _____

Date:

Date:

Approved By:

Edward J. Marko
School Board Attorney

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME this day appeared

(Contractor) _____ personally known to me to be the persons described in and who
executed the foregoing contract and acknowledge that he executed the same as his free act and deed for
the purposes therein expressed.

WITNESS my hand and official seal in the County and State last official this _____ day of
2004.

Notary Public State of Florida

My Commission Expires:

General Conditions of the Contract

ARTICLE 1. DEFINITIONS

- 1.01 **The Deputy Superintendent of the Facilities And Construction Management Division:** 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 **Deputy Superintendent**.
- 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.
- 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.
- 1.04 **The Facilities And Construction Management Division:** The Facilities and Construction Management Division is the Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management, plan review, inspection 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 assigned by the Associate Superintendent to manage the Project during the development of design and construction contract documents through the construction process, and who serves as the Owner's liaison to school based personnel and the public.
- 1.08 **Inspector of Record:** A UBCI (See also 1.09) employed by The School Board of Broward County, Florida, assigned by the Director of Facilities and Construction Management to assist in the management of the Project as a direct representative of the Owner during Phase V (Construction).
- 1.09 **Uniform Building Code Inspector (UBCI):** Employees of The School Board of Broward County, Florida, and others designated by the Facilities and Construction Management Department who are certified as a UBCI by the Florida Department of Education (DOE). UBCI's may provide plan review, construction inspection for code compliance and report non-compliant work to the Project Manager and Project Consultant.
- 1.10 **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.
- 1.11 **Owner's Representative:** The Deputy Superintendent of Facilities and Construction Management, 1700 Southwest 14th Court, Fort Lauderdale, Florida 33312.
- 1.12 **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.
- 1.13 **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.
- 1.14 **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.
- 1.15 **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.

- 1.16 **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.
- 1.17 **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.
- 1.18 **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.
- 1.19 **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.
- 1.20 **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.
- 1.21 **Superintendent Of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the School Board of Broward County.
- 1.22 **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.
- 1.23 **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.

- 1.24 **Written Notice:** Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail, fax or other traceable delivery service to the last business address known to him who gives notice.

ARTICLE 2. THE WORK.

- 2.01 The Contractor shall perform all of the Work required by the Contract Documents and shall provide materials, supplies, tools, equipment, labor and services directly related to the Work, and shall perform the Work in a good and workmanlike manner with sufficient manpower to perform the Work in accordance with the time requirements set forth in the Contract Documents, and shall perform all other acts and supply all other things necessary to complete the Work in strict accordance with the Contract Documents.
- 2.02 When completed the Work shall conform to the requirements of the Contract Documents and be completely ready for occupancy and finally completed.
- 2.03 The Contractor represents and warrants to the Owner that:
- 2.03.01 It is financially solvent and has sufficient working capital to perform the obligations under this Construction Contract;
- 2.03.02 It is experienced and skilled in the construction of the type of project described in the Contract Document;
- 2.03.03 It is able to provide the labor, materials, equipment and machinery necessary to complete the Work for the agreed upon price;
- 2.03.04 It is a fully licensed under all applicable laws and authorized to do business in the State of Florida in the name of the entity identified as the "Contractor" in the Construction Contract;
- 2.03.05 It has visited the jobsite and examined its nature and location, including without limitation: the surface conditions of the site and any structure or obstruction both natural or man-made; the surface water conditions and water ways of the site and surrounding area; the subsurface conditions of the land as disclosed by soil test borings; and the location of electric and utility lines and water, sanitary, sewer and storm drain lines. The Contractor acknowledges receipt and has reviewed the site geotechnical report as provided by the Owner.
- 2.03.06 It will comply with all federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.
- 2.03.07 It will comply with the Workforce Composition requirements, M/WBE program requirements, and the requirements of Document 00425, Certificate of Intent.

ARTICLE 3. COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS.

- 3.01 The Contractor represents that:
 - 3.01.01 The Contractor and Subcontractors have fully examined and compared all Drawings, Specifications and other Contract Documents including but not limited to those relating to the architectural, structural, mechanical, electrical, civil engineering and plumbing elements and have compared and reviewed all general and specific details on the Drawings and the various technical and administrative requirements of the Specifications.
 - 3.01.02 With respect to all construction materials, labor, methods, means, techniques, and sequence of procedures required to carry out the Work or safety precautions and programs required in connection with carrying out the Work, all conflicts, discrepancies, errors and omissions that Contractor is aware of as a result of the examination and comparison of the Contract Documents have been either corrected or clarified to the satisfaction of the Contractor prior to execution of this Construction Contract.
 - 3.01.03 The Contract Sum is reasonable compensation and represents the total lump sum cost for the Work and that all systems and Work shall be functional and in accordance with the requirements of the Contract Documents.
 - 3.01.04 The Contract Time is adequate for the performance of the Work.
- 3.02 The Contractor is responsible for all means, methods, techniques and sequencing of construction.
- 3.03 If, after execution of this Construction Contract, the Contractor detects a conflict, discrepancy, error or omission in the Contract Documents then it shall immediately notify Project Consultant and Owner prior to proceeding with the specific portion of the Work.

ARTICLE 4. INTENT AND INTERPRETATION.

- 4.01 With the respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:
 - 4.01.01 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract and shall immediately give written notice to the Owner and the Project Consultant of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.
 - 4.01.02 The Contract Documents are complementary, and what is called for by anyone shall ~~be as binding as if called for by all.~~
 - 4.01.03 The intent of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Work. The

Contractor shall continually refer to drawing, specifications and other Contract Documents in this regard.

- 4.01.04 In the event of a conflict among the Contract Documents, the most stringent requirement to the Contractor shall control.
- 4.02 The Project Consultant shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
 - 4.02.01 The Project Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes, change order requests, substitution requests, requests for interpretation and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
 - 4.02.02 Interpretations and decisions of the Project Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents.
 - 4.02.03 In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and the Contractor, and shall not show partiality to either.

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

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

ARTICLE 6. TEMPORARY UTILITIES.

- 6.01 Water For Building Work: The Contractor shall provide temporary water lines sufficient to supply all water needed for the construction and other services required by the Contract Documents and shall pay for all service connections and water used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.

- 6.02 Electrical Energy: The Contractor shall provide temporary electrical energy and power lines sufficient to supply all electricity needed for the construction and other services required by the Contract Documents and shall pay for all service connections and electricity used by the Contractor or Subcontractors unless the contrary is provided for elsewhere in the Contract Documents.
- 6.03 Temporary Sanitary Facilities And Sewers:
- 6.03.01 The Contractor shall provide and maintain in a neat and sanitary condition such accommodations and facilities for the use of his employees as may be necessary to comply with the regulations of any governmental agencies, departments, etc. which address or govern these issues.
- 6.03.02 No nuisance will be permitted.
- 6.03.03 Upon completion of Work, such facilities shall be removed and the premises left in a sanitary condition.
- 6.03.04 Contractor is not permitted to use restrooms or other sanitary facilities within the Owner's existing building or on-site facilities unless the contrary is provided for elsewhere in the Contract Documents.

ARTICLE 7. PROGRESS.

- 7.01 Contractor shall provide the Owner with full information in advance as to its plans for performing each part of the Work. This shall include, but not be limited to, schedules provided to the Owner as Post-Award Information and subsequently updated schedules submitted to the Owner on a monthly basis as required elsewhere in the Contract Documents.
- 7.01.01 Such schedule shall be in a form acceptable to the Owner.
- 7.01.02 The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project.
- 7.01.03 Each such revision shall be provided to the Owner and the Project Consultant.
- 7.01.04 Compliance with the requirements of this Subparagraph shall be a condition precedent to payment to the Contractor, and failure by the Contractor to comply with said requirements shall constitute a material breach of this Contract.
- 7.01.05 By providing these Schedules to Owner, Owner does not in any way acknowledge or consent that the Schedules are acceptable or reasonable, but it is simply reviewing same for its own informational purposes.
- 7.02 If at any time during the progress of Work, the Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, such as the required completion dates, the Owner may so notify Contractor who shall thereupon

take such steps as may be necessary to improve its progress so as to complete the Work on or before the required Substantial Completion Date.

- 7.02.01 If within a reasonable period as determined by Owner, the Contractor does not improve performance to meet the requirements of the Contract Documents, such as the required completion dates, then the Owner may require an increase in any or all of the following: Contractor's Subcontractor crews and Contractor's own labor force, the number of shifts, overtime operation, Contractor's supervision and additional days of work per week, all without cost to Owner.
- 7.02.02 Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Contract Documents.
- 7.03 Failure of Contractor to comply with the instructions of the Owner may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within the time specified.
- 7.04 Upon such determination, Owner, in addition to any and all other rights set forth in the Contract Documents and remedies afforded Owner under the Contract Documents or at law, may:
 - 7.04.01 Elect to proceed with the Work with its own employees, agents, contractors, subcontractors, suppliers and assess all costs, expenses or fees for same against contractors and/or
 - 7.04.02 Terminate for cause Contractor's right to proceed with the performance pursuant to the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of the Contract Documents.

ARTICLE 8. EXPEDITING.

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

ARTICLE 9. CONTRACT PAYMENTS.

- 9.01 Schedule of Values:

- 9.01.01 The Contractor shall maintain and update the Schedule of Values originally provided to the Owner as Post-Award Information.
- 9.01.02 The Contractor's Schedule of Values apportions the Contract Price among the different elements of the required Work for purposes of periodic and final payments and shall be submitted as detail in support of the Contractor's monthly Application for Payment.
- 9.01.03 The Schedule of values shall be presented with such detail, and supported with whatever information the Project Consultant or the Owner reasonably requests.
- 9.01.04 The Contractor shall not imbalance it's Schedule of Values nor artificially inflate any element thereof.
- 9.02 The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in the Contract Documents.
- 9.02.01 On or before the **15th** day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit an Application for Payment for the period ending the last day of the previous month or other pay period as mutually defined and agreed to by the Contractor and Owner.
- 9.02.02 Said Application for Payment shall be in the format required elsewhere in the Contract Documents and include whatever supporting information as may be required by the Project Consultant, the Owner, or both. Therein, the Contractor may request payment for ninety percent (90%) [the remaining ten (10%) percent being the Retainage] of that part of the Contract Price allocable to Contract requirements properly provided, labor, material and equipment properly incorporated in the Project.
- 9.02.03 Owner shall not be required to pay for stored materials or equipment except as set forth in Article 25 below.
- 9.02.04 Each Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the Work has been properly installed or performed in substantial compliance with the requirements of the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested.
- 9.02.05 Thereafter, the Project Consultant shall:
 - a. Within five (5) days review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents.
 - b. Approve in writing the amount which, in the opinion of the Project Consultant, is properly owing to the Contractor.

- 9.02.06 The Owner shall make payment to the Contractor within thirty (30) days following the Project Consultant's written approval of each Application for Payment.
- 9.02.07 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.
- 9.02.08 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.
- 9.02.09 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.
- 9.02.010 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.
- 9.02.11 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.
- 9.02.12 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.
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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 exempt from all county, district, municipal or local building codes and ordinances; therefore building permits will not be required. However, any and all other permits, bonds and/or other fees required for Work to be performed, including but not limited to Work in public right-of-ways and other Work otherwise outside the Owner's property line will be procured and paid for by the Contractor.
- 13.03 All easements and rights-of-way will be procured and paid for by the Owner unless otherwise specifically provided within the Contract Documents.

ARTICLE 14. CEASE AND DESIST ORDER.

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

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

- 15.01 The Contractor shall perform the Work in accordance with the Contract Documents.
- 15.02 The Contractor shall supervise the Work and bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.
- 15.03 The Contractor hereby warrants that all labor provided under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all material and equipment provided shall be new and of high quality, that the Work will be complete, of high quality, without defects, and in compliance with the requirements of the Contract Documents. Any Work not complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty.
- 15.04 The Contractor shall obtain and pay for all required permits, fees, and licenses and shall comply with all legal requirements applicable to the Work.
- 15.05 The Contractor shall prepare and submit schedules and supporting documentation as required elsewhere in the Contract Documents.
- 15.06 Record Keeping on Site:
- 15.06.01 The Contractor shall keep a daily log, an updated copy of the Contract Documents, approved shop drawings and other submittals, and other documents and materials as required by the Contract Documents at the site.
- 15.06.02 All of these items shall be available to the Owner and the Project Consultant at all regular business hours.
- 15.06.03 Upon final completion of the Work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner.
- 15.07 Shop Drawings And Other Submittals:
- 15.07.01 The Contractor shall submit for approval with reasonable promptness and in a timely manner so as to cause no delay in the Work, various submittals including shop drawings as required for the Work of the various trades.
- 15.07.02 These shop drawings and other submittals shall be in accordance with the requirements of the Contract Documents and shall be carefully checked in every respect and signed by the Contractor before submitting same to the Project Consultant.
- 15.07.03 Shop drawings and other submittals from the Contractor are not part of the Contract Documents but are documents prepared and utilized by the Contractor to coordinate the Work.

- 15.07.04 The Contractor shall not do any Work requiring shop drawings or other submittals unless such have been approved in writing by the Project Consultant.
- 15.07.05 All Work requiring approved shop drawings or other submittal shall be done in compliance with such approved documents. However, approval by the Project Consultant or the Owner shall not be evidence that Work installed pursuant thereto conforms with the requirements of the Contract Documents.
- 15.07.06 The Owner and the Project Consultant shall have no duty to review partial submittal or incomplete submittal except as may be provided otherwise within the Contract Documents.
- 15.07.07 The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection.
- 15.07.08 The Contractor shall have the duty to carefully review, inspect and examine any and all submittal and resubmittals before submission of same to Owner or the Project Consultant.
- 15.08 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of debris, trash and excess materials or equipment. In the event the Project is located at or near occupied facilities, then Owner may establish additional rules and regulations regarding condition at the Project, including but not limited to, keeping the Project and the occupied premises clean, safe and secure.
- 15.09 At all times, the Contractor shall permit the Owner and the Project Consultant to enter upon the Project site and to review or inspect the Work.

ARTICLE 16. SUBCONTRACTS.

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

17.01.06 _____

17.02 If the value of a subcontract listed above is below \$200,000, the Subcontractor Bonding requirement for that respective subcontract may be waived by the Owner, at its sole discretion, for M/WBE Subcontractors participating in the Owner's M/WBE Subcontractor Programs as described elsewhere in the Contract Documents.

17.03 The respective performance and payment bonds shall:

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

17.03.02 Be on the forms as provided by the Owner. No other forms will be acceptable.

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

17.03.04 In case of default or other proceedings on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including reasonable attorney's fees for same, shall be covered by the bond.

17.03.05 Bonding companies acceptable to the Owner are bonding companies which are United States Treasury Department approved bonding companies, qualified and rated in accordance with Article 42.09 below and limited in bonding ability to the current United States Treasury Department standing for net limit on any one risk at the time of execution of the Subcontract.

ARTICLE 18. CONTRACTOR'S SUPERINTENDENT

18.01 Before starting the Work, Contractor shall designate an English speaking, competent, authorized representative (hereinafter Superintendent), acceptable to the Owner, to represent and act for the Contractor. The Contractor shall:

18.01.01 Inform Owner, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor and shall specify any and all limitation on such authority.

18.01.02 Keep the Owner informed of any subsequent changes in the foregoing.

- 18.02 The Superintendent shall be present or be duly represented at the site of the Work at all times when the Work is actually in progress.
- 18.03 During periods when portions of the Work are suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency which may be required.
- 18.04 All notices, determinations, instructions and other communications given to the Contractor's Superintendent shall be binding upon the Contractor.
- 18.05 The Superintendent shall maintain a daily log/report which shall include at least the following information: weather conditions; trades at site; manpower totals by trade; activities in progression; and inspections at site. Copies of the daily entries shall be provided to the Owner once per month or as required elsewhere in the Contract Documents.

ARTICLE 19. COOPERATION WITH OTHERS.

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

ARTICLE 20. SITE CONDITIONS.

- 20.01 Contractor shall have the sole responsibility to conduct reasonable inspection of the site and to satisfy itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of material; availability and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities as depicted in the Contract Documents; governmental processes and requirements for obtaining permits other than issuance of the original building permits, certificates of occupancy and other regulatory/utility approvals; physical conditions at the work sites and the Project area as a whole; topography and ground surface conditions; subsurface geology, and nature and quality of surface and subsurface materials to be encountered; equipment and facilities needed preliminary to and during performance of the Construction Contract; and all other matter which can in any

way affect performance of the Construction Contract, or the cost associated with such performance.

- 20.02 The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the duration, difficulties, or the costs of successfully performing the Work.
- 20.03 Contractor may reasonably rely upon site documentation provided by the Owner. In the event the site conditions are materially different than what Contractor anticipated as a result of Contractor's inspection of the property or tests, information or data supplied to Contractor by others such as design professionals or testing companies, then Contractor may seek an adjustment in time or price based upon same provided that Contractor gives Owner written notice of same within 10 days of discovery of the differing site condition. Said request for change in time or price shall be addressed in the same manner as a Change Order pursuant to Article 33 below.

ARTICLE 21. RESPONSIBILITY FOR WORK SECURITY.

- 21.01 Contractor shall at all times conduct, at its expense, all operations under the Construction Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property.
 - 21.01.01 Contractor shall promptly take such reasonable precautions as are necessary and adequate against any conditions which involve risk of a loss, theft or damage to its property.
 - 21.01.02 Contractor shall continuously inspect all of its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.
- 21.02 Contractor shall comply with all applicable laws and regulations.
 - 21.02.01 Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in

Contractor's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Bidder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Bidder pursuant to Article 2.14 of this Agreement 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 construed 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 Facilities and Construction Management Division serves as the Project Consultant all references to the Project Consultant shall be considered to be the Field Construction Manager.
 - 23.01.02 In the event the Owner should find it necessary to replace the Project Consultant, the Owner shall retain a replacement and the role of the replacement shall be the same as the role of the original Project Consultant.

- 23.02 Unless otherwise directed by the Owner in writing, the Project Consultant will perform those duties and discharge those responsibilities allocated to the Project Consultant by the Owner.
- 23.03 Neither the Project Consultant nor the Owner will be responsible for construction means, methods, techniques, sequences or procedures, safety precautions and programs in connection with the Work or for the acts of omission or commission of the Contractor, its Subcontractors or their agents or employees.
- 23.04 The Project Consultant and Owner will each have the authority to reject Work which does not conform to the Contract Documents and to require special inspection or testing with prior approval by the Owner. Neither the Project Consultant's nor the Owner's authority to act under this Paragraph, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Consultant or the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.
- 23.05 The Contractor shall forward all communications to the Project Consultant, with simultaneous copies to the Owner.
- 23.06 The Project Consultant will review and certify the Contractor's Application for Payments which the Owner must subsequently approve prior to Payment of the Contractor.
- 23.07 The Project Consultant shall approve shop drawings for design only, the Contractor being responsible for all dimensions, quantities, etc., necessary to complete the Work in compliance with the Drawings and Specifications and other Contract Documents.
- 23.08 The duties, responsibilities and limitations of authority of the Project Consultant and the Owner will not be modified nor extended without written consent of the Contractor, the Project Consultant, and the Owner.
- 23.09 Notwithstanding anything to the Contrary in these General Conditions or any other "Contract Document" as that term is defined in Article 1.09 of the Professional Services Agreement between The School Board of Broward County, Florida and the Project Consultant, it is not the intention nor shall any of the provisions of those documents act as a release, limitation or discharge of the obligations or responsibilities of the Project Consultant pursuant to its agreement with the Owner.

ARTICLE 24. MATERIALS.

- 24.01 The Contractor shall provide materials and equipment as required in the Contract Documents. No substitution will be permitted except in the instance where a material is no longer available during the progress of the Work or is deemed by the Owner to be no longer suitable or appropriate for incorporation into the Work or for obvious economic benefits accruable to the Owner.

- 24.01.01 Any such substitution must be approved by the Project Consultant and Owner prior to incorporation of the proposed substitution into the Work.
- 24.01.02 Proposed substitutions must be submitted for consideration from the Contractor to the Project Consultant and the Owner. Documentation for the proposed substitution must include, but is not limited to substantiation of the Contractor's efforts to obtain the originally specified materials including documentary evidence from the original materials' manufacturer that such materials are not available.
- 24.01.03 Product delivery lead times shall not serve as a basis for any substitution request except for where approved in advance by the Owner.
- 24.01.04 All additional costs incurred by the Owner as the result of any substitution will be the direct responsibility of and borne by the Contractor.
- 24.02 The Contractor shall make written request to the Project Consultant for and obtain his written approval of the use of any materials proposed for use when "approval" materials are specified or a performance type specification is utilized without mentioning any standard by name.
- 24.03 If, in the opinion of the Project Consultant, a specified product or equipment no longer meets the quality of the products or equipment required for the Work, Project Consultant shall request a Change Order Proposal from the Contractor for modifying the Contract to incorporate the respective changes to the Work required, the Contract amount, and the Contract Time as beneficial to the Owner.

ARTICLE 25. STORED MATERIALS.

- 25.01 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.
 - 25.01.01 Contractor is not entitled to payment for same except for those materials which in Owner's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.
 - 25.01.02 The storage facilities and methods of storing shall meet Owner's approval and shall be in accordance with manufacturer's recommendations, or Owner will not be obligated to pay for same.
 - 25.01.03 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.
 - 25.01.04 Owner may at its discretion require material to be stored in an air-conditioned location.

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

for said materials shall be deducted from the Contractor's next application for payment.

ARTICLE 26. WORKFORCE COMPOSITION.

- 26.01 The following requirements apply to all aspects of the Work where skilled crafts or trades are to be utilized:
- 26.01.01 The ratio of journeymen utilized shall be two (2) journeymen to one other worker. When two (2) workers involved in the crafts are employed, the first employed shall be a journeyman, and the second may be either a journeyman or a worker.
- 26.01.02 The Contractor shall utilize at least one certified journeyman that holds a State of Florida Certification or a certificate of competency obtained through a proctored examination in Broward County for the respective crafts or trades required for the execution of the Work.
- 26.01.03 For trades or crafts for which licenses or Certificates of Competency are required in Broward County, no Work may be performed or person employed as a worker in that trade unless the Work is under the direct supervision of a master or certified journeyman, certified in that trade. A certified master or certified journeyman shall not provide direct supervision to more than three (3) other workers or uncertified journeymen at a job site.
- 26.01.04 The Contractor shall post on the outside of the Contractor's on-site project office and maintain by monthly updating a current list, available for the Owner and Project Consultant's use, of the names, areas of specialty, and license or certificate numbers, or all journeymen, certified journeymen, and certified masters utilized for prosecution of the Work, including those used by Subcontractors.
- a. Work shall not commence in a particular trade or specialty until the Contractor's posted list has been updated to include that particular trade or specialty.
 - b. The Owner will not consider requisitions for payment for Work completed by a particular trade or specialty unless Journeymen, certified Journeymen, or certified Masters of that respective trade or specialty have been properly included on the Contractor's posted list.
 - c. The format for the posted list should begin with the Contractor's company name; name of qualifier with their certificate or registration number; a listing of all the Contractor's employee names, work trade and work skill; journeymen with their license number or certificate of competency; or a designation as unskilled labor. The remainder of the list should follow the same format listing all the subcontractors and any other person performing labor on the project site. A copy of all licenses, certificates, registrations, and state registered apprenticeship documents should be kept on file in the Contractor's field office to substantiate his posted list.
- 26.02 Requirements for workforce quality specified above do not apply to those elements of the Work requiring only unskilled labor.

- 26.03 The Contractor shall employ no illegal aliens or other individuals not properly registered with and allowed to work by the United States Immigration and Naturalization Service (INS).
- 26.04 Contractor shall be assessed, and the Owner may deduct from each applicable Application for Payment, \$250 per day for failure to comply with these workforce composition requirements contained herein beginning three days after written notice of non-compliance is received by the Contractor.

ARTICLE 27. INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP.

- 27.01 All material and equipment provided and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, inspections, observations or quality audit by Owner, Project Consultant and any inspectors conducting an inspection pursuant to code, law, regulations, etc.
- 27.01.01 Contractor shall provide safe and adequate facilities, and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit.
- 27.01.02 The Contractor shall permit and facilitate inspection of the Work by the Owner, Project Consultant, Inspectors for any governmental agency, authority, or board including but not limited to Uniform Building Code Inspectors (UBCI).
- 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.

- 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 fifteen (15) 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 Field Construction Manager, UBCI 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 if such notice, consent or approval are required by the Owner, the Project Consultant, the Contractor's surety or by law. The Contractor's execution of the Change Order 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 shall not 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.
- 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 under one or more of the following procedures before a written Change Order is issued.
- a. By **UNIT PRICES** named in the Contract or subsequently agreed upon by the Owner and the Contractor, which prices shall include Contractor's overhead and profit.
 - b. By **LUMP SUM PRICE** agreed upon actual reasonable costs and direct job site overhead by the Owner and the Contractor, which price shall include Contractor's overhead and profit but under no circumstances shall it include non job site overhead, expenses or costs or any other indirect costs; a breakdown of the estimated costs comprising the lump sum price may be required by the Project Consultant for his review. Percentage for overhead and profit shall be determined in accordance with the method listed for COST PLUS PRICE, subparagraph (c.) below.
 - c. By a **COST PLUS PRICE** based on total actual costs as defined in Article 33.02.09 below, plus an added percentage, all determined as follows:

OVERHEAD AND PROFIT:

JOB SITE OVERHEAD, including supervision and the furnishing, use and maintenance of small tools and ordinary equipment incidental to and required for the work of subcontractors (whether performed by them or others) shall be

considered to be just and fully compensated for, by adding an amount equal to five percent (5%) of the sum of material costs (as defined under Article 33.08.09(a) below) and labor costs (as defined under Article 33.08.09(b) below), and rentals (as defined under Article 33.08.09(c) below). There shall be no compensation for any non job site overhead, expenses or costs.

PROFIT, may then be added by the subcontractor to the above material costs and labor costs, including the JOB SITE OVERHEAD allowance, at the rate of 10% of the sum of those costs.

JOB SITE OVERHEAD, including general supervision and the furnishing, use and maintenance of small equipment incidental to and required for the Work of the General Contractor (including that of his subcontractors) shall be considered to be just and fully compensated for by adding an amount equal to ten percent (10%) of the sum of material costs (as defined under Article 33.08.09(a) below) and labor costs (as defined under Article 33.08.09(b) below) and rentals (as defined under Article 33.08.09(c) below). There shall be no compensation for any non job site overhead expenses or costs.

PROFIT may then be added by the Contractor to the above material costs and labor costs, including the JOB-SITE OVERHEAD allowance, at the rate of five percent (5%) of the sum of those costs.

- d. BOND ALLOWANCE, for maintaining the Performance Bond at 100% of the contract amount, a sum of one percent (1%) of the total cost of the change, (including material, labor, overhead and profit, and equipment rentals) shall be allowed on all change orders.

33.02.09 The total actual costs of materials, labor and equipment rentals may include the following only:

- a. Material costs actually recorded by the Contractor and/or subcontractors as they are delivered to the site and as evidenced from originally receipted invoices, listing appropriate quantities and unit prices. Records in proper form shall be maintained and available to the Project Consultant at all times.
- b. Labor costs represented by the actual wages paid to all laborers, apprentices, journeymen, and foremen involved in and necessary to completing the particular construction operations, for each day and every hour such labor teams and foremen are actually employed and on the extra Work required, including the net cost of insurance, Social Security and Workmen's Compensation. The furnishing, use and maintenance of small tools and ordinary equipment normal to the work of individual workmen in the trades will be considered part of the labor costs. Records in proper form shall be maintained and available to the Project Consultant at all times.
- c. Rentals for special equipment or machinery such as power driven roller, tractors, trucks, shovels, drills, mixers, pumps, hoists, etc., required for the economical performance of the Work, at reasonable rental prices agreed upon before work commences, shall be allowed the Contractor and/or his

subcontractors by the Project Consultant for each and every hour such special equipment is in use on the particular work.

- 33.02.10 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.
- 33.02.11 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 Superintendent or the Associate Superintendent of Facilities and Construction Management is authorized to approve change orders up to the cumulative total of 5 percent of the original construction contract amount.
 - 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.
- 31.02 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.

- 31.03 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.
- 31.04 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.
- 31.05 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work.
- 31.05.01 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.
- 31.05.02 If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 35. SAFETY, PROTECTION OF WORK AND PROPERTY.

- 35.01 Contractor shall be fully and solely responsible for conducting all operations under this Construction Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continuously and diligently inspect all Work, material and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.
- 35.02 Contractor shall instruct its personnel on the requirements of the Contractor's safety program and shall coordinate with other contractors and subcontractors on safety matters.
- 35.03 Contractor shall provide safety equipment and enforce the use of such equipment by its employees.
- 35.04 Contractor shall maintain accurate accident and injury reports and shall provide to Owner a monthly summary of injuries and manhours lost due to injuries.

- 35.05 Contractor shall maintain all portions of the Work in a neat, clean and sanitary condition at all times.
- 35.06 Contractor shall assure that all Subcontractors shall, without expense to Owner, comply with the foregoing.
- 35.07 Contractor shall comply with any and all rules, regulations, laws, etc., which apply to safety requirements, including but not limited to OSHA requirements.
- 35.08 Safety Precautions and Programs:
- 35.08.01 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- 35.08.02 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Project Consultant in writing. The Work in the affected area shall not thereafter be resumed except by written notice from the Owner. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner, Contractor and Project Consultant.
- 35.08.03 The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- 35.09 Safety of Persons and Property
- 35.09.01 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- a. Employees on the Work and other persons who may be affected thereby;
 - b. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - c. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 35.09.02 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of person or property or their protection from damage, injury or loss.
- a. The Contractor and his Subcontractors shall comply with and conform in all respects to the standard set forth in the Occupational Safety and Health Act (OSHA) of 1970.

b. The Contractor shall prominently post and maintain on the jobsite:

- 1) OSHA 200: Log and summary of occupational injuries and illnesses.
- 2) OSHA 2203: Provisions of the Act poster.

35.09.03 The Contractor shall implement and maintain a continuing safety program applicable to all Contractor employees, Subcontractors, and Sub-subcontractors, to include:

- a. Designating a responsible member of the Contractor's organization at the site as the Contractor's "Safety Officer" whose duty shall be the prevention of accidents, safety inspections, and accident documentation. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Consultant.
- b. Holding weekly safety meetings with employees and Subcontractors.
- c. Implementing OSHA Voluntary Protection Programs.
- d. Ensuring the presence of an American Red Cross (or other organization acceptable to the Owner) certified Cardiopulmonary Resuscitation (CPR) and first-aid trained individual on site at all times.
- e. Compliance with the Drug Free Work Place Act of 1988, the Federal Omnibus Transportation Employee Testing Act of 1991, and the certification of compliance with the same as required by the Owner in Document 00457, Drug-Free Workplace Certification.
- f. Erecting and maintaining reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- g. Ensuring that employees are not discriminated against or discharged for filing reasonable safety or health complaints or for otherwise exercising their rights in these regards.

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

35.09.05 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to properly caused in whole or in part by the Contractor, a Subcontractor or a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is reasonable, except damage or loss attributable to acts or omissions of the Owner or Project Consultant or anyone directly or indirectly employed by either of them, or by

anyone for whose acts either of them may be liable, and not attributable to the fault of negligence of the Contractor.

- 35.09.06 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- 35.09.07 Building materials, Contractor's equipment and other supplies may be stored on the premises, but the placing of same shall be in substantial, watertight storage sheds upon the premises where directed in which he shall store all materials which would be damaged by weather. This shall in no manner relieve the Contractor from full responsibility for such materials. Sheds and other storage structures must be secured and anchored in a manner sufficient to withstand hurricane force winds as defined by applicable codes but not less than a 120 mile per hour wind uplift force.
- 35.10 **Emergencies:** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss.

ARTICLE 36. ROYALTIES AND PATENTS.

- 36.01 The Contractor shall pay all royalties and license fees.
- 36.02 The Contractor shall be responsible for all infringement of patent rights and shall assume the defense, including payment of attorney fees and costs, of any suit brought against Contractor and/or Owner for infringement of any United States patent or for wrongful use of proprietary information of any third party.
- 36.03 Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, and arising out of the use of the equipment or materials provided under this Construction Contract by Contractor, or out of the process of actions employed by, or on behalf of Contractor in connection with the performances of this Construction Contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further, that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.
- 36.04 Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, materials or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of the Contract Documents.

- 36.05 The indemnification pursuant to Florida Statute 725.06 and other Florida laws, etc., shall have a separate consideration of \$1.00, receipt of which is hereby acknowledged and incorporated into the project sum. This is incorporated by reference into the Bid Documentation and Specifications if any.

ARTICLE 37. TAXES.

- 37.01 Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract.
- 37.02 The Contract Sum and any agreed changes thereto shall include all taxes imposed by law. Contractor shall make any and all payroll deductions as required by law.
- 37.03 Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

ARTICLE 38. INDEMNITY AND HOLD HARMLESS.

- 38.01 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the Contractor's negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission.
- 38.02 In any and all claims against the Owner by any employee of the Contractor, or anyone for whose acts the Contractor may be liable, the obligations for Contractor to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workman's compensation acts, disability acts, or other employee benefit acts.
- 38.03 In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Contractor agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Contractor agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Contractor further agrees to pay, at the sole expense of the Contractor, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are

paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.

- 38.04 The Contractor recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Contractor under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 39. TERMINATION BY THE CONTRACTOR.

- 39.01 If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of 90 days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner and the Project Consultant.
- 39.02 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to the terms and conditions of this Contract.

ARTICLE 40. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE.

- 40.01 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;
- 40.02 In the event the Owner directs a suspension of performance under this Paragraph through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of the following items only:
- 40.02.01 Demobilization and remobilization, including such costs paid to subcontractors;
- 40.02.02 Preserving and protecting Work in place;
- 40.02.03 Storage of materials or equipment purchased for the Project, including insurance thereon;
- 40.02.04 Performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 41. TERMINATION BY THE OWNER.

- 41.01 The Owner may at any time terminate this Contract in accordance with the following terms and conditions.

- 41.02 The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience:
- 41.02.01 The Owner shall give written notice of such termination to Contractor 7 days before it becomes effective.
- 41.02.02 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop work when such termination becomes effective.
- 41.02.03 The Contractor shall also terminate outstanding orders and subcontracts.
- 41.02.04 The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 41.02.05 The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee.
- 41.02.06 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 41.02.07 When terminated for convenience, the Contractor shall be compensated as follows:
- a. The Contractor shall submit a termination claim within one year to the Owner and the Project Consultant specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner or the Project Consultant. If the Contractor fails to file a termination claim with the Owner's Project Consultant within one (1) year from the effective date of termination, the Owner shall have no further obligation to the Contractor and Contractor waives any and all rights for compensation based upon the termination.
 - b. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
 - c. Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 1. Contract prices for labor, materials, equipment and other services accepted under this Contract;
 2. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead (and not home office or other overhead) and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit

shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

3. Reasonable costs of settling and paying claims arising out of the termination of subcontractors or orders pursuant to this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.
4. The total sum to be paid the Contractor under this Subparagraph shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

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

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

41.03.02 In such case, the Contractor shall not be paid further until the Work is complete.

41.03.03 After final completion has been achieved, if any portion of the Contract Price (as it may be modified hereunder) remains after the cost to the Owner of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall be paid to the Contractor. Otherwise, the Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 41.02 shall apply.

ARTICLE 42. CONTRACTOR'S INSURANCE

42.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall

be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. 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. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.

- 42.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
- 42.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
- 42.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. All insurance shall name the Owner as an additional insured.
- 42.05 The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred per cent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.
- 42.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
- 42.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.
- 42.08 ~~The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.~~

- 42.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
- 42.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, of if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.
- 42.11 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

- 43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- 43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from

the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

- 43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 43.04 Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to this contract.
- 43.05 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Contractor to the Owner in excess of 10% percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Contractor.

ARTICLE 44. LAWS AND REGULATIONS

- 44.01 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, 1999 (SREF)) in effect at the time Work is performed pursuant to the Contract Documents.
- 44.02 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.
- 44.03 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 45. DISPUTE RESOLUTION

- 45.01 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.

- 45.02 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 46. GOVERNING LAW

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

ARTICLE 47. RIGHTS AND REMEDIES

- 47.01 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 48. SUCCESSORS, ASSIGNS AND ASSIGNMENT

- 48.01 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.
- 48.02 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 49. NON-DISCRIMINATION

- 49.01 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.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
1700 Southwest 14th Court • FORT LAUDERDALE, FLORIDA 33312 • TEL 754-321-1517 • FAX 754-321-1681

**FACILITIES & CONSTRUCTION
MANAGEMENT**

Michael C. Garretson, Deputy Superintendent
michael.garretson@browardschools.com

SCHOOL BOARD

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Vice-Chair: RORIN BART JEMAN
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BENJAMIN J. WILLIAMS

August 8, 2007

Mr. John Noble Jr., Vice President/COO
Ashbritt, Inc.
480 South Andrews Avenue
Suite #103
Pompano Beach, FL 33069

ASSET GROUP
Superintendent of Facilities

Subject: NOTICE TO PROCEED (NTP) - EMERGENCY REPAIRS - HURRICANE WILMA
CONTRACTOR: Ashbritt, Inc.
FACILITY: Various Sites

Dear Mr. Noble:

This NTP is to address additional units that were added to the original list of units to perform work on attached to the NTP dated February 9, 2007. Inspections by School Board of Broward County Portables Department staff have verified the work has been performed.

Please consider this Notice to Proceed as your authorization to commence providing the services and/or materials. Invoices for the work indicated below in accordance with the following provisions.

1. The services to be provided are limited to Portable Roof Repairs and/or replacement as per C & B Services, Inc. proposal dated November 7, 2005.
2. The contract amount is not to exceed \$79,275.00 and the Work is to be completed within 180 consecutive calendar days of execution of this NTP. (Insurance Certificates)
3. The terms and conditions, other than those stated in this NTP are according to Document 00520, Construction Services Minor Projects (Open End) Agreement.
4. OTHER INSTRUCTIONS: Pricing

Portable Size	Unit Price
Up to 1,023 Square Feet of Roof	\$11,325
Over 1,023 Square Feet of Roof	\$11,794

5. BILLING INSTRUCTIONS - Monthly: Submit to Building 4, Reception. See back for invoice submittal requirements.

This NTP entitles you to submit invoices according to No. 5 above. All invoices shall be accompanied by unitized quantities priced according to the above terms. Supporting documentation required shall include schedule of values with unit quantities, unit costs, extended amount totaled and multiplied by the above indicated agreed multiplier and photographs made of the work prior to commencing and during the Work. Additionally, all requirements set forth above, or as may be required, for documentation by FEMA, the District's insurers, and the Stafford Act shall be provided by the Contractor.

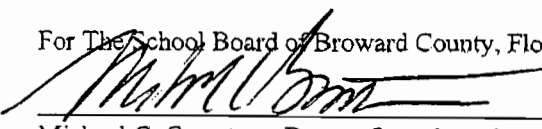
The School Board of Broward County, Florida reserves the right to audit any and all documentation including but not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract. See agreement form for further provisions.

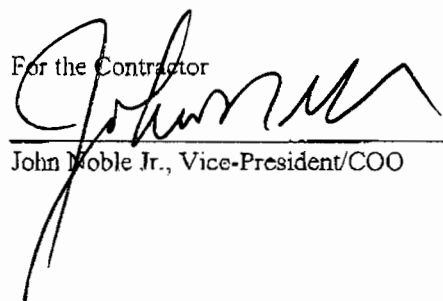
This NTP is issued pursuant to Policy 3320, Section I.h, under the authority of the Superintendent of Schools. Acceptance by the below parties is an indication of the agreement to the terms and conditions as indicated above and as if included herein. No other agreements written or otherwise are to be construed as part of this agreement.

August 8, 2007

For The School Board of Broward County, Florida

For the Contractor


Michael C. Garretson, Deputy Superintendent
Facilities and Construction Management


John Noble Jr., Vice-President/COO

STATE OF FLORIDA

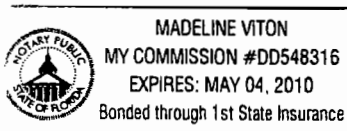
COUNTY OF BROWARD

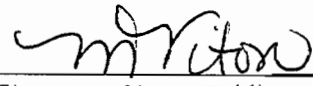
The foregoing instrument was acknowledged before me this 9th day of August, 2007 by John Noble, Jr. of Ash Britt, Inc. on behalf of the corporation/agency.

Name of Person
Name of Corporation or Agency
He/She is personally known to me or produced _____ as identification
and did/did not first take an oath. Type of Identification

My Commission Expires:

(SEAL)




Signature - Notary Public
Madeline Viton
Printed Name of Notary
DD548316
Notary's Commission No.

MCG/DH:

cc: Derrick Ragland, Executive Director, Project Management
Robert Warumberg, Director, Supply Management & Logistics
Pam Norwood, Capital Payment Review Supervisor
Denis Herrmann, Director, Design and Construction Contracts
Michael Solley, Project Manager
Project File
CC File



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

1700 Southwest 14th Court • FORT LAUDERDALE, FLORIDA 33312 • TEL 754-321-1517 • FAX 754-321-1681

FACILITIES & CONSTRUCTION MANAGEMENT

Michael C. Garretson, Deputy Superintendent
michael.garretson@browardschools.com

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BENJAMIN J. WILLIAMS

JAMES F. NOTTER
Superintendent of Schools

December 6, 2007

Mr. John Noble Jr., Vice President/COO
Ashbritt, Inc.
480 South Andrews Avenue
Suite #103
Pompano Beach, FL 33069

Subject: NOTICE TO PROCEED (NTP) – EMERGENCY REPAIRS - HURRICANE WILMA
CONTRACTOR: Ashbritt, Inc.
FACILITY: Various Sites

Dear Mr. Noble:

Please consider this Notice to Proceed as your authorization to commence providing the services and/or submitting invoices for the work indicated below in accordance with the following provisions.

1. The services to be provided are limited to Portable interior repair.
2. The contract amount is not to exceed \$1,205,090.36.
3. The terms and conditions, other than those stated in this NTP are according to Document 00520, Construction Services Minor Projects (Open End) Agreement.
4. OTHER INSTRUCTIONS: **Submit invoices per portable.**
5. BILLING INSTRUCTIONS – Monthly: Submit to Building 4, Reception. See below for invoice submittal requirements.

This NTP entitles you to submit invoices according to No. 5 above. All invoices shall be accompanied by unitized quantities priced according to the above terms. Supporting documentation required shall include schedule of values with unit quantities, unit costs, extended amount totaled and multiplied by the above indicated agreed multiplier and photographs made of the work prior to commencing and during the Work. Additionally, all requirements set forth above, or as may be required, for documentation by FEMA, the District's insurers, and the Stafford Act shall be provided by the Contractor.

The School Board of Broward County, Florida reserves the right to audit any and all documentation including, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract. See agreement form for further provisions.

This NTP is issued pursuant to Policy 3320, Section I.h, under the authority of the Superintendent of Schools. Acceptance by the below parties is an indication of the agreement to the terms and conditions as indicated above and as if included herein. No other agreements written or otherwise are to be construed as part of this agreement.

NOTICE TO PROCEED (NTP) - EMERGENCY REPAIRS - HURRICANE WILMA
CONTRACTOR: Ashbritt, Inc.
FACILITY: Various Sites

August 8, 2007

For The School Board of Broward County, Florida

Michael C. Garretson, Deputy Superintendent
Facilities and Construction Management

For the Contractor

John Noble Jr., Vice-President/COO

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 12th day of
December, 2007 by John Noble of

AshBritt, Inc. Name of Person
Name of Corporation or Agency, on behalf of the corporation/agency.

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

My Commission Expires:

Signature - Notary Public

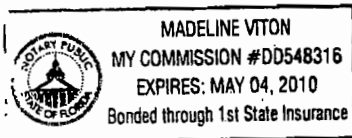
Madeline Viton

Printed Name of Notary

DD 548316

Notary's Commission No.

(SEAL)



MCG/DH:

cc: Derrick Ragland, Executive Director, Project Management
Robert Warumberg, Director, Supply Management & Logistics
Pam Norwood, Capital Payment Review Supervisor
Denis Herrmann, Director, Design and Construction Contracts
Michael Solley, Project Manager
Project File
CC File

The School Board Of Broward County, Florida
Facilities & Construction Management
Michael C. Garretson
Deputy Superintendent

September 18, 2007

TO: Rick Ragland, Executive Director, Project Management

FROM: Michael C. Garretson
Deputy Superintendent

SUBJECT: **HURRICANE WILMA PORTABLES ROOF REPAIR - RETAINAGE
PAYMENT - ASHBRIIT ENVIRONMENTAL & D. STEPHENSON
CONSTRUCTION, INC.**

Retainage in the amount of \$94,014.24 (Ashbriit Environmental Services) and \$23,014.43 (D. Stephenson Construction, Inc.) is currently being held by your staff pending final inspection on roof repairs completed as the result of Hurricane Wilma. During the time the work was performed by Ashbriit, Inc and D. Stephenson Construction, other contractors (James B. Pirtle Construction Company, Padula and Wadsworth Construction Company, Advanced Roofing) completed roof repairs and were paid in full although final inspections were not completed. The withholding of the retained funds is inconsistent with your prior actions and the following Executive Order:

Executive Order (05-219) was issued on October 19, 2005, by the Governor. Section 3(F) reads as follows; "In accordance with sections 252.36(5) and 252.46(2), Florida Statutes, the authority to suspend existing statutes, rules, ordinances, and orders for the duration of this emergency to the extent that literal compliance with such statutes, rules, ordinances, and orders may be inconsistent with the timely performance of disaster response functions". Section 8 reads as follows; "I find that the special duties and responsibilities resting upon some state, regional and local agencies and other governmental bodies in responding to the disaster may require them to deviate from the statutes, rules, ordinances, and orders they administer, and I hereby give such agencies and other governmental bodies the authority to take formal action by emergency rule or order in accordance with sections 120.54(4) and 252.46(2), Florida Statutes, to the extent that such actions are needed to cope with this emergency".

Therefore please make arrangements to immediately release retainage based upon the attached invoices.

Attachment Executive Order Number 05-219
Ashbriit Environmental Invoices
D. Stephenson Construction Invoices

MG/DH/JH: ma



Invoice No. 0564-19

INVOICE

Customer

Name **Broward County School Board**
 Address 1400 SW 14th Court
 City Ft. Lauderdale State FL ZIP 33312
 Attn: Denis Hermann

Date 9/17/2007
 Job No 0584

Date	Description	TOTAL
	Retainage for roof work performed following Hurricane Wilma at the following schools:	
	Charles Flanagan High School	\$ 4,553.26
	Cypress Bay High School	\$ 15,003.90
	Davie Elementary	\$ 3,444.40
	Deerfield Beach High School	\$ 1,132.50
	Deerfield Beach Middle School	\$ 4,530.00
	Meadowbrook Elementary	\$ 11,325.00
	Millenium Middle School	\$ 3,397.50
	Monarch High School	\$ 3,397.50
	Nova High School	\$ 5,662.50
	Nova Middle School	\$ 5,662.50
	Park Trail Elementary	\$ 8,637.90
	Pioneer Middle School	\$ 9,146.78
	Piper High School	\$ 5,662.50
	Pompano Beach Middle School	\$ 3,397.50
	Quiet Waters Elementary	\$ 1,132.50
	Ramblewood Middle School	\$ 4,530.00
	William Dandy Middle School	\$ 3,397.50
	SubTotal	\$ 94,013.74
	TOTAL	\$ 94,013.74

480 South Andrews Ave. Ste 103 Pompano Beach, FL 33069
 Tel 954 545-3535 Fax 954 545-3585



September 18, 2007

Here is a list of the schools requiring roofing inspection report and the corresponding retainage owed.

<u>School</u>	<u>Balance for Roof Retainage</u>
Atlantic West Elementary	\$1,785.43
Crystal Lakes Middle	\$3,362.24
Hollywood Hills Elementary	\$475.00
Horizon Elementary	\$493.62
Lockhart Stadium	\$760.00
Lloyd Estates Elementary	\$1,353.75
Lyons Creek Middle	\$1,420.00
North Andrews Gardens Elementary	\$475.00
Parkway Middle	\$950.00
Plantation High	\$3,325.00
Sandpiper Elementary	\$1,396.12
Riverglades Elementary	\$1,396.12
Rock Island Administration	\$570.00
Stephen Foster Elementary	\$475.00
Stranahan High	\$950.00
Tradewinds Elementary	\$3,350.90
West Central Bus Parking	<u>\$546.25</u>
Total	\$23,084.43

Please let us know if you need anything further.

Sincerely,

Andrea Whilby
Vice President

10 S. New River Drive East, Suite 100. Ft. Lauderdale, Fl. 33301
Ph: 954-315-7020 Fax: 954-315-7030