

The School District of Osceola County, Florida
Exhibit A
Truth-In-Negotiation Certificate

The wage rates and other factual unit costs supporting the compensation under the Design-Build Agreement between the School Board of Osceola County, Florida and _____ dated _____ are accurate, complete and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes.

DATED this ____ day of _____ 2008.

DESIGN BUILD FIRM: _____

By: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____, of _____, Design-Build Firm, on behalf of Design-Build Firm. He/She is personally known to me **OR** has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

The School District of Osceola County, Florida
Exhibit B
Youth Apprenticeship Vertical Construction Program

(Not Used This Project)

The School District of Osceola County, Florida
Exhibit C
GMP Amendment No.1

Pursuant to Paragraph 3.10 of the Design-Build Agreement between The School District of Osceola County, FL and _____, for the Project known as [Mill Creek Elementary Classroom Addition] or [Pleasant Hill Elementary Classroom Addition] the Owner and Design-Build Firm establish the Guaranteed Maximum Price and Contract Time for the Work as set forth herein below.

I. Guaranteed Maximum Price (GMP)

The Design-Build Firm's Guaranteed Maximum Price for the Work, including the Cost of the Work and the Design-Build Firm's Fee is **TBD (\$0.00)**. The Design-Build Firm's Fee is hereby established as **TBD (\$0.00)**.

The Above GMP is for the **FULL AND FINAL GUARANTEED MAXIMUM PRICE FOR THE WORK.**

II. Contract Time – The date of Substantial Completion for the Work established by this Amendment No.1 shall be on or before **TBD**. Accordingly, the contract period for the Work, or Contract Time, is established as **TBD** calendar days from the Construction Phase Commencement Date which is hereby established as _____, 20___. The date of Certificate of Final Inspection for the Work established by this Amendment No.1 shall be on or before **TBD**, by which the entire Work shall be fully completed and ready for acceptance. Accordingly, the contract period for the Work is established as **30** calendar days from Substantial Completion to Certificate of Final Inspection.

III. Performance Incentives

The Owner and Design-Build Firm have mutually agreed to certain project objectives, the conditions of which if realized, provide mutual benefit to the Owner and the Project. These objectives are enumerated and included as a part of the Exhibit 12 to this GMP Amendment.

IV. Contract Supplemental General Conditions of the Contract

The GMP amount is inclusive of certain mutual covenants and considerations that were agreed to as a part of the FULL and FINAL GMP amount. The aforementioned covenants and considerations have been itemized as Contract Supplemental General Conditions, affixed to this Amendment No.1 document and incorporated into the Agreement as Exhibit E. These agreed-to Contract Supplemental General Conditions shall be construed as a part of the executed contract agreement between the Owner and the Design-Build Firm.

V. Enumeration of GMP Amendment Exhibits/Attachments

Work shall be in conformance with the Contract Documents and the Contract. Exhibits to this Amendment No.1 include the following attachments, which further delineate and itemize pertinent elements of the GMP and the associated project Scope of Work. Said Exhibits are as follows Exhibits 1 through 12 are required at the time of the GMP Amendment; Exhibits 13 through 17 are required within 45 calendar days after the Notice to Proceed Date.

- Exhibit 1 Final GMP Summary of Cost by Division/Trade Package
- Exhibit 2 GMP General Condition Cost Itemization
- Exhibit 3 GMP Cost of Work Exclusions, OH staff and any lump sum costs (include descriptions of Formulas used to allocate the cost to the project, as well as third party evidence for the rates or unit prices used in the allocation).
- Exhibit 4 GMP DESIGN-BUILD FIRM List of on site staff charged to Cost of Work
- Exhibit 5 GMP Assumptions and Clarifications
- Exhibit 6 GMP Allowances (including unit prices and quantity amounts)
- Exhibit 7 GMP Accepted Cost Savings
- Exhibit 8 Schedule of List of Drawings, as Signed/Dated by A/E of Record and DESIGN-BUILD FIRM
- Exhibit 9 Schedule/List of RFI/ASI's (asked and answered during Bid Portion of the Work that is included in the Cost of the Work)
- Exhibit 10 DESIGN-BUILD FIRM Insurance Provided Affidavit, Bond & Insurance Rate and Cost (include descriptions of formulas used to allocate the cost to the project, as well as third party evidence for the rates used or unit prices in the allocation).
- Exhibit 11 DESIGN-BUILD FIRM Surety Form of Bond (indicating all language of Bond document)
- Exhibit 12 Project Incentives
- Exhibit 13 DESIGN-BUILD FIRM List of Sub-contractors and suppliers with License Nos., dated
- Exhibit 14 DESIGN-BUILD FIRM Affidavit, Attesting to Subcontractor/Vendor Licensure Verification, as dated
- Exhibit 15 Project Master Delivery Schedule (w/ summary milestone delivery items)
- Exhibit 16 Project Schedule (CPM Delivery schedule with itemized breakdown of Work scope by Building, and resource loaded)
- Exhibit 17 Master Schedule (Project Submittals with submittal due dates/responsible Party)

VI. Signature

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

OWNER:
School Board of Osceola County, Florida

DESIGN-BUILD FIRM:
TBD

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Michael A. Grego, Ed.D., Superintendent

By: _____
Name/Title: _____

**The School District of Osceola County, Florida
Exhibit C**

Exhibit 1 - Final GMP Summary of Cost by Division/Trade Package

This Exhibit is due at the time of GMP

**The School District of Osceola County, Florida
Exhibit C**

Exhibit 2 - GMP General Condition Cost Itemization, the contract documents should include a certified statement that the labor costs represent those amounts that are actually paid to the persons that are to be working on the project. Provide the labor burden for the each of the submitted staffing

This Exhibit is due at the time of GMP

**The School District of Osceola County, Florida
Exhibit C**

**Exhibit 3 - GMP Cost of Work Exclusions, OH staff and any lump sum costs
(include descriptions of Formulas used to allocate the cost to the project as well as
third party evidence for the rates or unit prices used in the allocation)**

This Exhibit is due at the time of GMP

**The School District of Osceola County, Florida
Exhibit C**

Exhibit 4 - GMP DESIGN-BUILD FIRM List of on site staff charged to Cost of Work, provide the labor burden for the submitted staff.

This Exhibit is due at the time of GMP

**The School District of Osceola County, Florida
Exhibit C**

Exhibit 5 – GMP Assumptions and Clarifications

This Exhibit is due at the time of GMP

**The School District of Osceola County, Florida
Exhibit C**

Exhibit 6 – GMP Allowances, including unit prices and quantity amounts.

This Exhibit is due at the time of GMP

**The School District of Osceola County, Florida
Exhibit C**

Exhibit 7 – GMP Accepted Cost Savings.

This Exhibit is due at the time of GMP

**The School District of Osceola County, Florida
Exhibit C**

**Exhibit 8 – Schedule of List of Drawings, as Signed/Dated by A/E of Record and
DESIGN-BUILD FIRM.**

This Exhibit is due at the time of GMP

**The School District of Osceola County, Florida
Exhibit C**

**Exhibit 9 – Schedule/List of RFI/ASI's asked and answered during Bid Portion of
the Work that is included in the Cost of the Work.**

This Exhibit is due at the time of GMP

**The School District of Osceola County, Florida
Exhibit C**

**Exhibit 10 – DESIGN-BUILD FIRM Insurance Provided Affidavit, Bond &
Insurance Rate and Cost
(include descriptions of formulas used to allocate the cost to the project as well as
third party evidence for the rates used or unit prices in the allocation).**

This Exhibit is due at the time of GMP

**The School District of Osceola County, Florida
Exhibit C**

**Exhibit 11 – DESIGN-BUILD FIRM Surety Form of Bond, indicating all language
of Bond document.**

This Exhibit is due at the time of GMP

The School District of Osceola County, Florida
Exhibit C

Exhibit 12 – Project Incentives (To be determined at the time of GMP)

This Exhibit is due at the time of GMP

1. The GMP includes a tiered Incentive Package that rewards for achieving goals, and affords the DESIGN-BUILD FIRM the opportunity to aggregate achieve 1% in additional fee. The package includes.
 - a. Tier 1 to be achieved first: If Substantial Completion is achieved per the Contract Substantial Completion Date (**TBD** based on a **TBD** Notice to Proceed), and the Certificate of Final Inspection is accepted (**TBD**), by the Project Architect and SDOC Building Official, within 30 calendar days thereafter; and if the Actual Sales Tax Savings achieved are equal to or greater than the Estimated Sales Tax Savings amount of **\$TBD**, the DESIGN-BUILD FIRM will be eligible to receive a Project Completion/Tax Savings Incentive equal to approximately **.5%** of the Direct Costs or **\$TBD**.
 - b. Tier 2 to be achieved second: If Change Orders (excluding ODP deductive change orders and Owner initiated scope increases) to the contract are no greater than **.5%** of the original GMP; the DESIGN-BUILD FIRM will be eligible to receive a Change Order Savings Incentive equal to approximately **.25%** of the Direct Costs or **\$TBD**.
 - c. Tier 3 to be achieved third: If more than 50% of the GMP Contingency is unused and returned to SDOC, then the DESIGN-BUILD FIRM will be eligible to receive Contingency Savings Incentive of approximately **.25%** of the Direct Costs or **\$TBD**.
 - d. Any and/or all incentive payments are predicated on the following performance requirements being achieved:
 - i. Project must be Substantial Complete by the Contracted Substantial Completion Date on or before **TBD** (**TBD** Notice to Proceed).
 - ii. Estimated Sales Tax Savings in the minimum amount of **\$TBD** is achieved.
 - iii. In every case, except for Tier 1, any incentive dollars paid must be paid from either/or the unspent GMP Contingency and/or the Sales Tax Savings generated from the DESIGN-BUILD FIRM's administration of the Owner's ODP program, and/or the Buyout Savings generated by the DESIGN-BUILD FIRM. No conditions, events, or changes, will cause to modify the performance requirements, as enumerated in its entirety in this paragraph and sub-paragraph.

**The School District of Osceola County, Florida
Exhibit C**

**Exhibit 13 – DESIGN-BUILD FIRM List of Sub-contractors and suppliers with
License Nos., dated.**

This Exhibit is due within 45 calendar days after Notice to Proceed

**The School District of Osceola County, Florida
Exhibit C**

**Exhibit 14 – DESIGN-BUILD FIRM Affidavit, Attesting to Subcontractor/Vendor
Licensure Verification, as dated.**

This Exhibit is due within 45 calendar days after Notice to Proceed

**The School District of Osceola County, Florida
Exhibit C**

**Exhibit 15 – Project Master Delivery Schedule, w/summary milestone
delivery items.**

This Exhibit is due within 45 calendar days after Notice to Proceed

**The School District of Osceola County, Florida
Exhibit C**

**Exhibit 16 – Project Schedule, CPM Delivery schedule with itemized breakdown of
Work scope by Building, and resource loaded.**

This Exhibit is due within 45 calendar days after Notice to Proceed

**The School District of Osceola County, Florida
Exhibit C**

**Exhibit 17 – Master Schedule, Project Submittals with submittal due
dates/responsible Party.**

This Exhibit is due within 45 calendar days after Notice to Proceed

The School District of Osceola County, Florida
Exhibit D
Owner Direct Material/Equipment Purchase Program

1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner Purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

3. Subcontractor shall provide Design-Build Firm a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
4. Upon request from Design-Build Firm, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Design-Build Firm, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:
 - A. The name, address, telephone number and contact person for the material supplier.
 - B. Manufacturer or brand, model or specification number of the item.

- C. Quantity needed as estimated by the Subcontractor.
- D. The price quoted by the supplier for the materials identified therein.
- E. Any sales tax associated, with such quote.
- F. Delivery dates as established by Subcontractor.
 - Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Such Purchase Order Requisition Forms are to be submitted to Design-Build Firm's designated representative no less than fifteen (15) days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owners Purchasing Director or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through the Design-Build Firm, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, plus all sales tax savings associated with such materials in Subcontractor's bid to Design-Build Firm.
7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but

not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site.

9. As Owner-Purchased Materials are delivered to the jobsite, the Subcontractor and the Design-Build Firm, as County's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or Design-Build Firm may require. The Design-Build Firm, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Owner through the Design-Build Firm for payment. The invoice shall be thereupon furnished to the Finance Department for processing and payment in the manner as all other Osceola School District invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the work and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Design-Build Firm, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be

defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Design-Build Firm, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner-Purchased Materials.
14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner-Purchased Materials shall be stored at the construction site.
15. The insurance purchased and maintained by the Design-Build Firm shall be sufficient to protect against any loss of or damage to Owner-Purchased Equipment, Materials or Supplies. Such insurance shall cover the full value of any Owner-Purchased Materials not yet incorporated into the Project from the time the Owner first takes title. The Owner shall be named as an Additional Insured Party on such policies of insurance. The Owner will bear the costs of all Payment and Performance Bonds and Owner's Insurance including Builder's Risk Insurance as a reimbursable expense to the Design-Build Firm. The Owner as an additional named insured on the Contractor's Builder's Risk Insurance and, in the event of damage or destruction to the Owner-Purchased Materials, the Owner will receive all proceeds derived from all claims against insurers or others to pay for repair or reconstruction as a result of damage or destruction..
16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time

resulting from delay in the delivery of, or defects in, Owner-Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.

17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
18. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through the Design-Build Firm, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. The Subcontractor agrees to assist the Owner to immediately obtain a partial or final release of lien waiver as appropriate.
19. Salvage materials shall be the property of the Owner and stored or removed from the site by the Subcontractor at the Owner's direction.
20. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve the Design-Build Firm or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, F.S.

The School District of Osceola County, Florida
Exhibit E
Contract Supplemental General Conditions of the Contract

Exhibit Furnished After School Board's Approval of Award Recommendation

EXHIBIT F
SCOPE OF DESIGN PHASE SERVICES

1. DESCRIPTION OF PROJECT:

1.1. This Project is located at _____

1.2. This Project consists of the construction of: _____

2. PROGRAM VERIFICATION:

- 2.1. Design-Build Firm shall review the Design Criteria Package furnished by Owner to ascertain the requirements of the Project and shall confirm in writing with Owner its understanding of those requirements. During the various design phases of this Agreement, Design-Build Firm will provide Owner with value engineering and other services with respect to Design-Build Firm's design. Those services shall include but are not limited to the preparation of cost estimates and comments concerning the constructability of the design.
- 2.2. Design-Build Firm shall prepare and submit for Owner's evaluation a report on the program.
- 2.3. Design-Build Firm shall review Owner's most current Design Criteria Standards and will either submit a written statement that the design documents will be prepared in accordance with the requirements set forth therein or Design-Build Firm will submit a written request for variance, identifying specific exceptions. Owner may, at its discretion, accept or reject the request for variance.

2.4. At the conclusion of the Program Verification and during the various design phases of this Agreement, Design-Build Firm will provide Owner with cost estimates and comments concerning the constructability of the design.

3. PHASE I – SCHEMATIC DESIGN PHASE:

3.1. Based upon the program, as finally approved by Owner, Design-Build Firm shall prepare, for approval by Owner, Schematic Design Documents consisting of one (1) reproducible set and five (5) copies of drawings and other documents illustrating the scale and relationship of the Project components. Owner's acceptance of Schematic Design Documents in no way relieves Design-Build Firm of its obligation to deliver complete and accurate documents necessary for successful construction of this Project.

3.2. Design-Build Firm's final Phase I Schematic Design submittal and presentation shall include, but not be limited to the Phase I requirements found in the Owner's Standards except as may be listed below:

[List only the times that WILL NOT be included in Phase 1 from the list of times in the Design Phase Submittal Requirements]

3.3. Design-Build Firm shall work with the Owner's Director of Design/Construction Services, Owner's Project Manager and other users of the Project to meet design requirements and identify the areas within the facility design, which offer the greatest potential for the elimination of unnecessary costs. Owner's Standards shall not be eliminated as value engineering items.

3.4. Design-Build Firm shall conduct a pre-submittal document review meeting with Owner prior to submission of the Phase I – Schematic Design Documents. Design-Build Firm shall conduct at least one formal presentation at completion of this phase to demonstrate how Owner's previously submitted comments were incorporated into the design documents.

3.5. All Phase I – Schematic Design Documents prepared by or for Design-Build Firm are subject to Owner's review and approval. At completion of the Schematic Design Phase, Design-Build Firm shall submit the Phase I – Schematic Design Documents to Owner for Owner's review and comment. Design-Build Firm shall respond in writing to the review comments within 14 calendar days of receipt. Responses shall be forwarded directly to Owner. Design-Build Firm shall revise the Phase I – Schematic Design Documents as required by Owner in order to obtain Owner's written authorization to proceed to the Phase II – Design Development Phase.

- 3.6. As part of the Design Phase Services, Design-Build Firm will be required to provide Owner with a cost estimate as part of the Phase I – Schematic Design Documents, together with a written explanation for all variances between that budget estimate and Owner’s approved Project construction budget. The cost estimate format shall be subject to Owner’s approval and may require electronic submission of cost estimate information. If Design-Build Firm’s budget estimate or any other estimate prepared by or for Owner based upon the Schematic Design Documents indicate that construction costs will exceed Owner’s approved Project construction budget, Owner may elect to modify its budget and/or require Design-Build Firm to revise the Schematic Design Documents to bring them within Owner’s approved Project construction budget. Design-Build Firm shall be solely responsible for all costs and expenses which it may incur in revising the Schematic Design Documents to bring them within Owner’s approved Project construction budget. If Owner requires a detailed construction cost estimate from Design-Build Firm, such estimate will be provided as an Additional Service.

4. PHASE II - DESIGN DEVELOPMENT PHASE:

After Owner’s review and written approval of the Phase I – Schematic Design Documents and issuance of Owner’s written authorization to proceed, Design-Build Firm shall commence the Phase II – Design Development Phase services and perform the following:

- 4.1. Develop design documents to a level of definitiveness and detail to fix and describe the size and character of the various Project components and each Project discipline and system as may be appropriate for this stated of development, including long lead and special order materials and equipment, which will permit determination of whether the facility can be satisfactorily constructed in all task areas by all disciplines.
- 4.2. Continue developing the architectural, structural, mechanical, electrical, security, and other discipline’s responsibilities to establish the final scope and details for that discipline’s work.
- 4.3. Perform materials research and prepare specifications specific to Project requirements in draft form.
- 4.4. Identify and properly coordinate the requirements of the various utility services that have an impact upon the Project Design. Drainage investigations and drainage designs shall be coordinated with storm water management district having jurisdiction on the site.
- 4.5. Continue to develop Project construction cost estimates and the overall Project schedule.

- 4.6. Generate alternative ideas through Value Engineering Workshops with the OWNER to provide the identified primary function for the Project.
- 4.7. Evaluate alternative ideas in terms of their feasibility to construct, time and cost.
- 4.8. Develop selected alternative ideas in detail with emphasis on their technical durability, constructability and life cycle cost.
- 4.9. Design-Build Firm's final Phase II – Design Development submittal and presentation shall include, but not be limited to, the Phase II requirements found in the Owner's Standards except those as may be listed below:

[List the items that WILL NOT be included in Phase II from the list of items in the Design Phase Submittal Requirements]

- 4.10. Design-Build Firm shall prepare and submit with Phase II – Design Development Documents a quality assurance/quality control (QA/QC) itemized checklist such as “*RediCheck*” interdisciplinary review system or similar, confirming that the Phase II – Design Development Documents submittal is in compliance with the Owner's program submission requirements and that all project design disciplines have been coordinated.
- 4.11. Design-Build Firm shall conduct a pre-submittal document review meeting with the Owner's Project Manager prior to submission of the Phase II - Design Development Documents. Design-Build Firm, may be required, to conduct at least one presentation at completion of this phase to demonstrate how Owner's previously submitted comments were incorporated into the design documents.
- 4.12. All Phase II - Design Development Documents prepared by or for Design-Build Firm are subject to Owner's review and approval. At completion of the Design Development Phase, Design-Build Firm shall submit the Phase II - Design Development Documents to the Project Manager for review and comment. Design-Build Firm shall respond in writing to the review comments within 14 calendar days of receipt. Responses shall be forwarded directly to the Owner's Project Manager. Design-Build Firm shall revise the Phase II – Design Development Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Phase III- Construction Documents Phase.
- 4.13. As part of the Design Phase Services, Design-Build Firm will be required to further develop and update the budget estimate it initially prepared as part of its Schematic Design Phase services and bring to Owner's attention in writing any variances between that updated budget estimate and Owner's approved Project construction budget. If Design-Build Firm's updated budget estimate or any other estimate prepared by or for Owner based upon the Design Development

Documents indicate that construction costs will exceed Owner's approved Project construction budget, Owner may elect to modify its budget and/or require Design-Build Firm to revise the Design Development Documents to bring them within Owner's approved Project construction budget. Design-Build Firm shall be solely responsible for all costs and expenses which it may incur in revising the Design Development documents to bring them within Owner's approved Project construction budget.

5. PHASE III – CONSTRUCTION DOCUMENTS PHASE:

After Owner's review of the Phase II – Design Development Documents and issuance of Owner's written authorization to proceed, Design-Build Firm shall commence the Phase III - Construction Documents Phase services and perform the following:

- 5.1. Prepare final calculations, Construction Documents setting forth in detail each discipline's requirements into a cohesive whole based upon the approved Phase II – Design Development Documents and consult with Owner.
- 5.2. Prepare final quality assurance/quality control (QA/QC) itemized checklist such as "*RediCheck*" interdisciplinary review system or similar, confirming that the Phase III – Construction Documents submission is in compliance with the Owner's program submission requirements and that all project design disciplines have been coordinated.
- 5.3. Complete the Project manual in accordance with Owner's Standards.
- 5.4. Review and advise Owner regarding final Project schedule and GMP.
- 5.5. Prepare and file all applications, data and documents required to obtain the approval of all authorities having jurisdiction over the Project, including any applicable storm water management districts and State and local fire marshals. This shall be accomplished at the appropriate time, but not later than the ninety percent (90%) completion point of this phase. To insure the timely approval of all permits necessary for the construction of the Project, including all environmental permits, Design-Build Firm shall advise Owner and schedule the necessary contacts and liaison with all authorities having permit jurisdiction over the Project, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits. Design-Build Firm shall, at no additional cost to Owner, make all reasonable and necessary construction plan revisions required to obtain the necessary permit approvals for construction of the Project.
- 5.6. Design-Build Firm shall update the campus Master Plan drawings to reflect the current as built condition related to the overall Master Plan goals.

- 5.7. As part of the Design Phase Services, Design-Build Firm will be required to further develop and update its budget estimate as part of the Phase III – Construction Documents, and notify Owner in writing of any variances between that updated budget estimate and Owner’s approved Project construction budget. If Design-Build Firm’s updated budget estimate or any other estimate prepared by or for Owner based upon the Phase III –Construction Documents indicate that construction costs will exceed Owner’s approved Project construction budget, Owner may elect to modify its budget and/or require Design-Build Firm to revise the Construction Documents to bring them within Owner’s approved Project construction budget. Design-Build Firm shall be solely responsible for all costs and expenses which it may incur in revising the Construction Documents to bring them within Owner’s approved Project construction budget.
- 5.8. All Phase III - Construction Documents prepared by or for Design-Build Firm are subject to Owner’s review and approval. At completion of the Construction Documents Phase, Design-Build Firm shall submit the Phase III - Construction Documents to the Project Manager for review and comment. Design-Build Firm shall respond in writing to the review comments within 14 calendar days of receipt. Responses shall be forwarded directly to the Owner’s Project Manager. Design-Build Firm shall revise the Phase III-Construction Documents as required by Owner to obtain Owner’s written approval of such documents.
- 5.9. As used herein, the term “Construction Documents” refers to all documents to be prepared by and for Design-Build Firm pursuant to this Agreement with respect to the construction of the Project, including, but not limited to, all drawings, specifications, bid documents, Project Manual, contract conditions, and Addenda.

6. BUILDING PERMIT PHASE

- 6.1 Design-Build Firm is responsible for obtaining all necessary and required permits for the Project.
- 6.2 As part of the building permit application package, the Design-Build Firm shall provide the applicable building permit office with the number of complete sets of signed and sealed Construction Documents and all other bidding documents prepared by the Design-Build Firm as indicated in the Deliverable Schedule set forth in the Guidelines. Each of the drawings and the cover sheet of the Project Manual shall be signed, sealed, and dated by the Design-Build Firm per Florida Statutes.
- 6.3 As part of the building permit application process, the Building Code Compliance Official (“BCCO”) shall review and provide comments to the Design-Build Firm on the submitted Construction Documents. Design-Build Firm shall revise the Construction Documents by incorporating necessary revisions to address mandatory inclusions made by Standards and Design, the Project Manager and the

office of the BCCO. The revised final Construction Documents shall be signed and sealed by the Design-Build Firm and re-submitted to Owner in the quantities indicated in the Deliverable Schedule. Once this revised set of Construction Documents is approved by Owner, it will be deemed to be the final approved set of Construction Documents upon which the construction of the Project is to be based.

7. SERVICES RELATING TO ALL PHASES:

7.1. Design-Build Firm shall investigate and confirm in writing to Owner, to the best of Design-Build Firm's knowledge, conformance of the plans and specifications with all applicable local public and utility regulations.

7.2 The Design-Build Firm shall assist in the preparation of data as required by the Florida Department of Education, Florida Inventory of School Houses (FISH). Specifically, the Design-Build Firm shall :

7.2.1 Integrate the FISH numbering system into the actual Construction Document floor plan numbering system.

7.2.2 Complete and submit Facility Inventory Report for each building including all fields required to complete FISH for the Project.

7.2.3 Fill out DOE form OEF 208a for the Project.

7.2.4 Provide analysis of existing documents, field verifications of existing conditions and create new FISH standardized drawings as required.

7.2.5 Field verification includes building count, room-by-room verification of design codes, room size and shape, finish, adequacy of lighting, heating and ventilation as well as other miscellaneous items required in Inventory regulations.

7.2.6 This FISH inventory shall be in the format required by Florida Department of Education.

7.3. Design-Build Firm's design documents shall be consistent with Owner's program (including Education Specifications and Guidelines) at all phases of design unless expressly authorized otherwise in writing by Owner.

7.4. Design-Build Firm shall furnish check prints for every Project phase including five (5) sets at the 50% completion point of each phase and five (5) sets at every Project phase completion. Design-Build Firm shall furnish to Owner one (1) set of mylar sepias at the 50% completion point of each phase and one (1) set of mylar sepias at the completion of each phase. The set of mylar sepias to be

- provided to Owner at 100% Construction Documents shall be fully conformed to incorporate all addenda issued prior to bidding.
- 7.5. At all phases of design, Design-Build Firm's design documents must be consistent with Owner's Design Criteria Package (including Education Specifications) unless expressly authorized otherwise in writing by Owner.
 - 7.6. Design-Build Firm shall submit to Owner design notes and computations to document the design conclusions reached during the development of the Project design as requested by Owner.
 - 7.6.1. When the plans are submitted for final review, the design notes and computations corrected for any Owner comments shall be resubmitted. At the Project completion, a final set of the design notes and computations, properly certified by Design-Build Firm, shall be submitted with the record set of plans and tracings.
 - 7.6.2. The design notes and calculations shall include, but not be limited to, the following data:
 - 7.4.6.1 Design criteria used for the Project;
 - 7.4.6.2 Structural calculations;
 - 7.4.6.3 Drainage calculations, if roof drains are modified;
 - 7.4.6.4 Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision;
 - 7.4.6.5 Calculations showing probable cost comparisons of various alternatives considered;
 - 7.4.6.6 Documentation of decisions reached resulting from meetings, telephone conversations or site visits; and
 - 7.4.6.7 Other Project related correspondence as appropriate.
 - 7.7. All drawing documents for the Project shall be accurate, legible, complete in design and drawn to scales acceptable to Owner. The completed drawing documents shall be furnished on reproducible material and in a size and format which is reasonably acceptable to Owner.
 - 7.8. Owner in no way obligates itself to check Design-Build Firm's work, and further, is not responsible for maintaining the Design Schedule.
 - 7.9. Owner's approval or acceptance of any service in any phase does not relieve Design-Build Firm of any of its duties, obligations or responsibilities under this Agreement.

- 7.10. All design services performed by Design-Build Firm and any documents prepared by Design-Build Firm and submitted to Owner shall meet the State Requirement for Educational Facilities, which is maintained by the Florida Department of Education pursuant to §6A-2.0010 of the Florida Administrative Code, and shall be designed to meet the specific building code criteria specified in §6A-2.0010.
- 7.11. Design-Build Firm acknowledges that Owner may establish construction budgets for any particular portions of the Project, which budgets may be subject to adjustments, as approved by Owner in writing.
- 7.12 Design-Build Firm represents to Owner that it has expertise in the type of professional architectural and/or engineering services that will be required for the Project. Drawings shall be prepared in electronic AutoCAD format and the Project Manual shall be prepared as an electronic Word document per Owner's standards. By execution of this Agreement, Design-Build Firm acknowledges it has received the most recent version of the Owner's Standards as of the date of this Agreement and will follow, observe and design in accordance with the standards, requirements and conventions set forth therein. Design-Build Firm agrees that all Work to be provided by Design-Build Firm pursuant to this Agreement shall be subject to Owner's reasonable review and approval and shall be in accordance with all applicable published laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the Project or the Work to be provided and performed by Design-Build Firm hereunder. In the event of any conflicts in these requirements, Design-Build Firm shall promptly notify Owner of such conflict in writing and utilize its best professional judgment to resolve the conflict. Owner's approval of the design documents in no way relieves Design-Build Firm of its obligation to deliver complete and accurate documents necessary for successful construction of the Project.
- 7.13 Design-Build Firm acknowledges that Owner has established a design and construction budget of \$_____, which may be subject to adjustments, as approved by Owner in writing. Design-Build Firm agrees to perform professional services for the Project, in accordance with the terms and conditions set forth herein, for design of the Project at a total construction cost to Owner which does not exceed the above noted Owner's budget. Notwithstanding anything herein to the contrary, Design-Build Firm shall revise and modify the Construction Documents at no additional cost to Owner, if the GMP proposed by the Design-Build Firm will exceed the Owner's Project budget noted above.

8. DELIVERABLES

Design-Build Firm shall furnish documents in type, format, version, and quantities indicated in the Guidelines.

EXHIBIT G

SCOPE OF CONSTRUCTION PHASE SERVICES

1. Construction Phase Services

1.1 Design-Build Firm shall provide the following services in addition to all other Construction Phase Services required by the terms of this Contract:

1.2 Prepare a list of required submittals for shop drawings, product data, samples, warranties, and other submittals required by Contract Documents, in tabular form which will indicate specification section number and section name (CSI Format) per Project Manual Table of Contents.

1.3 Process, review, respond and distribute shop drawings, product data, samples, substitutions and other submittals required by the Construction Documents within five (5) business days.

1.4. Maintenance of a master file of all submittals, including submittal register, made to Design-Build Firm, with duplicates for Owner. Owner's copy shall be in electronic/CD format and submitted at time of Substantial Completion.

1.5 Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by Owner as required by construction exigencies. Design-Build Firm's response to any such request must be received by Owner within five (5) business days. Design-Build Firm will review and respond to all submittals, including but not limited to shop drawings, within a reasonable period of time so as not to delay the progress of the Work, but in no event, more than five (5) business days, unless Owner expressly agrees otherwise in writing.

1.6. Design-Build Firm shall submit to the applicable building permit office the number of sets of drawings and/or documents reflecting the approved changes in the Work as may be required by that office. Code compliance issues must be approved by the applicable building permit office prior to inspection of the subject Work.

1.7. Design-Build Firm shall arrange for all job-site facilities as required by Owner and necessary to enable Design-Build Firm to perform its respective duties and to accommodate any representatives of Owner which Owner may choose to have present on the job, the description of such facilities to be finalized prior to the establishment of the GMP.

1.7.1. Tangible personal property, otherwise referred to as job-site facilities, include, but are not limited to such things as trailers, toilets, typewriters, computers and any other equipment necessary to carry on the Work. The method of acquiring such job-site facilities, which are planned to become the property of Owner at the conclusion of the Work, shall be evaluated based on their cost over the life of the Project. Owning versus leasing shall be considered by Design-Build Firm, obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and

then analyzing which is least expensive over the usable life of the item. Design-Build Firm shall present its evaluation with recommendation to Owner for approval.

- 1.7.2. When Design-Build Firm wishes to supply job-site facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in subparagraph 1.8.1 above. If leasing is found to be the least expensive approach, then it may lease such job-site facilities from its own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.
 - 1.7.3. For all such job-site facilities purchased, which may become the property of Owner at the conclusion of the Work, Design-Build Firm shall maintain ownership responsibilities of such facilities until final acceptance of the Work. Reimbursement for cost of such equipment will be made at the conclusion of the Work at the documented purchase price. At that time, Design-Build Firm shall provide Owner with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to Owner or to its designee.
 - 1.7.4. Design-Build Firm is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to Owner, Owner may refuse acceptance of the equipment if Owner determines, in its sole discretion, that the equipment has not been properly cared for by Design-Build Firm or that such acquisition would not otherwise be in the best interest of Owner. In such event, Design-Build Firm will be reimbursed for such item in accordance with Section 5 to the Agreement.
- 1.8. Design-Build Firm's administration of the Work shall include the following:
- 1.8.1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
 - 1.8.2. Maintain a roster of companies on the Project with names and telephone numbers of key personnel.
 - 1.8.3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
 - 1.8.4. Provide labor relations management for a harmonious, productive Project.
- 1.9. Design-Build Firm also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

- 1.9.1. Job Meetings: Design-Build Firm shall attend meetings such as pre-construction conferences, progress meetings, job conferences, pre-closeout meetings, and other Project-related meetings, as may be directed by Owner. Design-Build Firm's Architect is also required to attend any such meetings. Design-Build Firm shall provide meeting minutes for these meetings. Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Design-Build Firm shall arrange and conduct regular monthly Project status meetings with Owner.
- 1.9.2. Design-Build Firm shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Design-Build Firm shall identify the party or parties responsible for following up on any problems, delay items or questions, and Design-Build Firm shall note the action to be taken by such party or parties. Design-Build Firm shall revisit each pending item at each subsequent meeting until resolution is achieved. Design-Build Firm shall attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.
- 1.9.3. Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to Design-Build Firm of such submittals for action, and closely monitor their review process. Owner reserves the right to review the shop drawings and other submittals and require approval on such shop drawings and other submittals.
- 1.9.4. Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for all subcontractors and maintain a material and equipment expediting log.
- 1.9.5. Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.
- 1.9.6. Document Interpretation: Respond to all questions for interpretation of the Contract Documents made by subcontractors.
- 1.9.7. Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to Owner, including information on subcontractors' Work, and the percentage of completion. Keep a daily log available to Owner and any permitting authority inspectors.

- 1.9.8. Subcontractors Progress: Prepare periodic punch lists for subcontractors' work including unsatisfactory or incomplete items and schedules for their completion.
- 1.9.9. Substantial Completion: Pursuant to the provisions of Paragraph 23.1 of the General Terms and Conditions, notify Owner in writing when the Work or designated portions thereof are ready for the Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Design-Build Firm and reviewed and supplemented by Owner, prepare a schedule for their completion indicating completion dates for Owner's review.
- 1.9.10. Final Completion: Monitor the subcontractors' performance on the completion of the Work and provide notice to Owner when the Work is ready for final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to Owner all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, record drawings, and maintenance books.
- 1.9.11. Start-Up: With Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.
- 1.9.12. Record Drawings: Pursuant to the terms of Paragraph 10.2 of the General Terms and Conditions, Design-Build Firm shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Design-Build Firm into the final record drawings.
- 1.10. Design-Build Firm shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:
 - 1.10.1. Subcontracts and Purchase Orders
 - 1.10.2. Shop Drawing Submittal/Approval Logs
 - 1.10.3. Equipment Purchase/Delivery Logs
 - 1.10.4. Contract Drawings and Specifications with Addenda
 - 1.10.5. Warranties and Guarantees
 - 1.10.6. Cost Accounting Records
 - 1.10.7. Labor Costs
 - 1.10.8. Material Costs
 - 1.10.9. Equipment Costs
 - 1.10.10. Cost Proposal Request
 - 1.10.11. Payment Request Records
 - 1.10.12. Meeting Minutes
 - 1.10.13. Cost-Estimates

- 1.10.14. Bulletin Quotations
- 1.10.15. Lab Test Reports
- 1.10.16. Insurance Certificates and Bonds
- 1.10.17. Contract Changes
- 1.10.18. Permits
- 1.10.19. Material Purchase Delivery Logs
- 1.10.20. Technical Standards
- 1.10.21. Design Handbooks
- 1.10.22. "As-Built" Marked Prints
- 1.10.23. Operating & Maintenance Instruction
- 1.10.24. Daily Progress Reports
- 1.10.25. Monthly Progress Reports
- 1.10.26. Correspondence Files
- 1.10.27. Transmittal Records
- 1.10.28. Inspection Reports
- 1.10.29. Bid/Award Information
- 1.10.30. Bid Analysis and Negotiations
- 1.10.31. Punch Lists
- 1.10.32. PMIS Schedule and Updates
- 1.10.33. Suspense (Tickler) Files of Outstanding Requirements
- 1.10.34. Policy and Procedure Manual
- 1.10.35. Subcontractor licenses

The Project files and records shall be available at all times to Owner or its designees for reference, review or copying.

- 1.11. Design-Build Firm shall provide the following services with respect to the Work, to facilitate the smooth, successful and timely occupancy of the Project by Owner:
 - 1.11.1. Design-Build Firm shall provide consultation and Project management to facilitate Owner's occupancy of the Project and provide transitional services to place the Work "on line" in such conditions as will satisfy Owner's operations requirements. The services include Design-Build Firm's coordination of the delivery of Owner supplied furniture, fixtures and equipment for the Project.
 - 1.11.2. Design-Build Firm shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to Owner in such a manner as to promote their usability. Design-Build Firm shall provide Owner's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training may be video taped by Owner for subsequent presentation to Owner's operations and maintenance personnel.

- 1.11.3. Design-Build Firm shall secure required guarantees and warranties, and shall assemble and deliver same to Owner in the manner required by Owner
- 1.13 Design-Build Firm will revise the final approved Construction Documents to incorporate all “As-Built” information contained in the Design-Build Firm’s marked-up “As-Built” drawings and specifications, as well as to reflect all addenda, contract changes and field changes (sometimes referred to herein as the “Record Documents”). Design-Build Firm shall provide Owner with one (1) electronic copy on compact disk (CD) of the Record Documents, two sets of the conformed, signed and sealed drawings and prints, and two sets of the conformed Project Manual/Specifications signed and sealed.
- 1.13.1 The electronic copy on CD of the Record Documents shall be provided in AutoCAD.dwg format, “purged and bound”, and compatible with Owner’s system.
- 1.13.2 Throughout the Construction Phase, Design-Build Firm shall mark-up “As-Built” drawings and Project Manual/Specifications, on a regular basis to reflect all “As-Built” conditions at the Site, maintaining such “As-Built” drawings and specifications is a condition precedent to Design-Build Firm’s entitlement to payment hereunder.
- 1.14 Design-Build Firm, upon final acceptance of the Project, shall issue and sign the Certificate of Final Inspection in a form approved by the Owner.

EXHIBIT H
FORM OF PAYMENT BOND

BOND
NO. _____

PUBLIC PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
as Principal, and _____, as Surety,
located at _____ (Business Address) are held
and firmly bound to _____, as Obligee in the sum of
(\$_____) for the payment whereof we bind ourselves, our heirs,
executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a Design-Build contract dated as of the ____
day of _____, 200__, with Obligee for the design and construction of:

in accordance with drawings and specifications, which contract is incorporated by
reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, services, materials or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____
day of _____, 200__, the name of each party being affixed and these presents
duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

Witnesses as to Principal

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

My Commission Expires: _____

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

ATTEST:

SURETY:

(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney in Fact
(Attach Power of Attorney)

Witnesses as to Surety

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____, of _____. Surety, on behalf of Surety. He/She is personally known to me **OR** has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

EXHIBIT I
FORM OF PERFORMANCE BOND

BOND
NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
as Principal, and _____, as Surety, located at _____
_____ (Business Address) are held and
firmly bound to _____, as Obligee in the sum of
_____ (\$ _____) for the
payment whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a Design Build contract dated as of the _____
day of _____, 20____, with Obligee for the design and construction of _____

in accordance with drawings and specifications, which contract is incorporated by
reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the
Contract; and
2. Pays Obligee any and all losses, damages, expenses, costs and attorneys'
fees, including appellate proceedings, that Obligee sustains because of any
default by Principal under the Contract, including, but not limited to, all
delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all Work and materials furnished under the
Contract for the time specified in the Contract,

then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any
formalities connected with the Contract or the changes do not affect Surety's obligation
under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions
of time, alterations or additions to the terms of the Contract or other Work to be
performed hereunder, or the specifications referred to therein shall in anyway affect its
obligations under this bond, and it does hereby waive notice of any such changes,

extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

By: _____

Witnesses as to Principal

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

My Commission Expires:

Notary Public (Signature)

(AFFIX NOTARY SEAL)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

ATTEST:

Witnesses as to Surety

Witnesses

SURETY:

(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney in Fact
(Attach Power of Attorney)

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____

of _____, Surety, on behalf of Surety. He/She is personally known to me **OR** has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

EXHIBIT J

RELEASE AND AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

1. In accordance with the Contract Documents and in consideration of \$_____ paid, _____ (“Design-Build Firm”) releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against The School Board of Osceola County, Florida, a body corporate existing under the laws of the State of Florida (“Owner”) relating in any way to the performance of the Agreement between Design-Build Firm and Owner, dated _____, 200__, for the period from _____ to _____.
2. Design-Build Firm certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
3. Design-Build Firm agrees to indemnify, defend and save harmless Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against Owner arising out of the performance by Design-Build Firm of the Work covered by this Release and Affidavit.
4. Design-Build Firm certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Design-Build Firm from Owner and has not withheld any such amounts. In the event Design-Build Firm withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from Owner with respect to the Application for Payment referenced in paragraph 5 below, Design-Build Firm agrees to immediately refund all such unpaid amounts to Owner.
5. This Release and Affidavit is given in connection with Design-Build Firm’s [monthly/final] Application for Payment No._____.

Design-Build Firm:

Witnesses:

By: _____

Its: _____

Date: _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/She is personally known to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

Notary Public (Signature)

(AFFIX NOTARY SEAL)

(Printed Name)

(Title or Rank)

(Serial Number, if any)