



**SARASOTA  
County Schools**

**Office of the Assistant Superintendent/  
Chief Operations Officer**  
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**To: Board Members  
Superintendent**

**From: Assistant Superintendent/Chief Operating Officer**

**Date: November 10, 2017**

**Subject: Read- Ahead, November 28, 2017 Work Session, School Board Policy 7.71**

**Board Members,**

As you know, we have some time on your November 28, 2017 Work Session agenda to discuss School Board Policy 7.71. School Board policy 7.71 is the Selection Policy for Professional Construction Related Services. This conversation is the next in a series of discussions staff will have with the Board on individual Board policies aimed at ensuring our policies are both consistent with law and consistent with current practices. This particular discussion was also motivated by questions the Board asked regarding the assignment of work that happens within the context of 7.71.

To aid our conversation, we have provided several documents as attachments to this memo.

Tab 1. At Tab 1 is a draft rewrite of policy 7.71. We have worked closely with the Board's counsel to ensure the policy remains consistent with current Florida statutes and makes practical sense.

Tab 2. Tab 2 is the policy as currently approved by the Board.

Tab 3. Tab 3 is a copy of the contract the Board chair currently signs upon approval of the Board to enter into an arrangement with each of currently eight design/build teams. These contracts are typically signed only once—at the beginning of our three year relationship with the firms.

Tab 4. Tab 4 is a copy of the contract the School Board or their designee enters into with a firm upon assignment of a subproject pursuant to paragraphs R and S in the revised Policy 7.71

As you compare the draft (Tab 1) to the current Board approved policy (Tab 2), you'll note changes in two broad areas. First, most of the changes proposed in the draft are simply organizational. We didn't change content but rather reorganized the policy in an attempt to make it more user friendly. Second are substantive changes.

There are two substantive changes to point out. The first changes the fiscal limits for both construction and design or consulting fees. Current policy sets those limits at \$1,000,000 and \$100,000 respectively. The statutory limits change from time to time. Statutorily they are currently set at \$2,000,000 and \$200,000 respectively. Rather than bring the policy back to the Board each time the law changes, the recommended verbiage sets the limits at "the threshold amount established by Florida Statutes". The second major change is the addition of paragraph IV (S.) which clarifies, for the first time, the Board's role in approving contracts where work is assigned under a continuing contract. What the change does is establish criteria for the kind and size of projects that don't need to be subsequently approved by the Board (after hiring the design/build or professional services firms). Those criteria are:

- 1) Projects under \$2,000,000 that were approved by the Board as part of their Capital Improvement Plan (CIP);
- 2) Renovation or new construction contracts not specifically listed in the CIP that do not exceed \$325,000; and
- 3) In the event of a bona fide emergency, any project that does not exceed \$2,000,000.

The intent of these criteria are to keep the Board informed of all major projects but still give staff the ability to be nimble and get work done quickly--especially in the summer months. The proposed policy provides that anytime such a contract is entered into, the Board would be immediately notified.

At this point we'd like to hear from you. Staff would like to address any questions you may have, pursue the collection of any additional data needs that may support your dialogue, and ultimately get direction from the Board regarding this policy.

If you have any question or comments please feel free to call me at 927-9000, ext. 31103.

Tab

1

**SELECTION POLICY FOR PROFESSIONAL CONSTRUCTION RELATED SERVICES**

7.71

I. Introduction

- A. Purpose - The Professional Services Selection Committee (Committee) is designated by The School Board of Sarasota County, Florida (Board) to select companies to provide professional construction related services. These services include, but are not limited to, architectural, engineering, landscape architecture, land surveying, testing laboratories, construction management and design/build, which services will be provided either for single specific projects or based on continuing contracts.
- B. Solicitation of Applicants - The Board encourages interested parties to apply for providing professional construction related services for Sarasota County School Board projects. Prior to January 1<sup>st</sup> each year, the Board shall solicit applicants to provide professional [construction related](#) services as per Section I.A. The Committee shall review the applicants' credentials and submit a list of acceptable applicants to the Superintendent of Schools (Superintendent) or his/her Designee for Board approval as certified to provide professional construction related services. Applicant companies may be added or deleted from this list at any time subject to Board certification.

II. Committee

- A. Membership - The membership of the Committee shall consist of the following:

Seat 1 Director – Construction Services (or Administrative

Designee) Seat 2 Director – Facilities Services (or Assistant  
Director)

Seat 3 Building Code Administrator – Construction  
Services (or Administrative  
Designee)

Seat 4 Project Manager – Construction Services (or Facilities

Services) Seat 5 Executive Director of Elementary Education (or

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### Administrative

Designee) – or –  
Executive Director of Middle School Education (or Admi  
Executive Director of High School Education (or  
Administrative Designee)

- B. Orientation - The Chairperson shall meet separately with new Committee members to review the items on the Awareness Sheet (substantially as in Appendix A).
- C. Terms - All members shall have perpetual membership.
- D. Officers - The Director of Construction Services shall convene the meetings and serve as Chairperson (Chairperson), or in case of his absence, his administrative designee shall serve as Chairperson.
- E. Administrative Procedures - The Committee may adopt additional administrative policies and procedures. *Robert's Rules of Order* shall be the parliamentary authority for all matters of procedure not specifically covered by these policies.
- F. Quorum - A quorum constitutes five (5) Committee members.
- G. Meetings - Committee meetings shall be open to the public and are subject to the Florida government in the sunshine law. Notice of all Committee meetings shall be posted in the Construction Services Department office.
- H. A School Board employee shall be designated by the Chairperson to serve as Committee secretary and shall not be a voting Committee member.
- I. Scoring and Voting - All eligible Committee members shall score and vote. The Committee shall score all sections on the Project Score Sheet (substantially as in Appendix B or Appendix C, whichever is applicable). The Committee shall score in full point increments only. All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results.

### III. Definitions~~Selection Procedures~~

~~A. Major/Minor Projects and Continuing Contract Selection Procedures (excluding all Design/Build single projects under Section III.B.~~

#### ~~1. Definitions~~

~~A. A "major Major Single project" is a single project involving either the construction of a single project, where the~~

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basic construction cost of the project is estimated to exceed the threshold amount provided in Florida Statute 287.017 for Category Five, or for a planning or study activity where the fee for professional services for the planning or study activity is estimated to exceed the threshold amount provided in Florida Statute 287.017 for Category Two. A "Major Single project" does not include any individual project ("sub-project") that is assigned under any continuing contract which has been entered into pursuant to the selection procedures herein applicable to continuing contracts, either for professional services or for design/build.

- B. A "Design/Build Single project" is a single construction project with a design build firm for the design and construction of a single construction project.
- C. A "Professional Services Continuing Contract" is a contract, or more than one contract, for professional services entered into between one or more professional services firms and the Board whereby the professional services firms each agree to be contractually available, on a non-exclusive basis, to provide professional service to the Board for projects in which the estimated construction cost of each individual project under the contract does not exceed the monetary threshold established in Florida Statutes for individual projects, or for study activity if the fee for professional services for each individual study does not exceed the monetary threshold established in Florida Statutes for study activity. The contracts will be for a fixed period of time and will specify the manner in which each individual sub-project will be assigned and how an individual contract, or purchase order, will be entered as to each individual sub-project after it is assigned.
- D. A "Design/Build Continuing Contract" is a contract, or more than one contract, for design/build services entered into between one or more design/build firms and the Board whereby the design/build firms each agree to be contractually available, on a non-exclusive basis, to provide design/build services to the Board for projects in which the estimated construction cost of each individual project under the contract does not exceed the monetary threshold established in Florida Statutes for individual projects, or for study activity if the fee for services for each individual study does not exceed the monetary threshold established in Florida Statutes for study activity. The contract will be for a fixed period of time and will specify the manner in which each individual sub-project will be assigned and how an individual contract will be entered as to each individual sub-project after it is assigned.

a. —

b. — A "minor project" is a project where the basic construction cost is estimated to not exceed the

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~~threshold amount provided in Florida Statute 287.017 for Category Five or for a planning or study activity where the fee for professional services does not exceed the threshold amount provided in Florida Statute 287.017 for Category Two.~~

~~e. A "continuing contract" is as defined in Florida Statute.~~

### IV. Selection Procedures

~~2. A. Selection Criteria - The Committee shall advertise, short-list, and as deemed necessary, conduct interviews on major Major Single projects, Design/Build Single projects and for all instances in which Profesional Services Continuing Contracts or Design/Build Continuing Contracts will be issued. ~~projects for which continuing contracts will be issued. With respect to minor projects, the Committee may assign projects to companies on the current certified list in an equitable manner without public advertisements.~~~~

~~3-1. Assignment (Minor Project only) - The Committee will hear all pertinent information regarding the selection. A verbal selection will be reached and Committee members will sign the Minor Projects Assignment Sheet (substantially as in Appendix D). The company shall be submitted to the Superintendent or their Designee for Board approval.~~

~~4. B. Advertisement - Each major Major Single project, each Design/Build Single project and each instance in which continuing contracts, either Profesional Services or Design/Build, shall be issued, shall be identified by name in an advertisement, with an indication of either the probable cost or professional fee range, and the general scope of services. To advertise means to publicly announce at least one (1) time in at least one (1) designated newspaper for each project or group of projects and to send a copy of such advertisement to each company which has been Board certified. ~~For specialty projects,~~ Copies of such advertisement may be sent to companies which are not currently Board certified, but may have particular interests in such specialties the project being advertised.~~

~~5. C. Mandatory Pre-application/Pre-submission Meeting - A mandatory pre-application/pre-submission meeting will be held, at a designated location, to review the requirements of the Application or the Statement of Qualifications, whichever may be applicable. All companies interested in submitting an Application or a Statement of Qualifications, whichever may be applicable, are required to attend this meeting and any company not attending will not be considered for selection.~~

D. Application or Statement of Qualifications - Except as may otherwise be specified in the legal advertisement, for Major Single projects and for instances in which

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Professional Services Continuing Contracts will be issued. the Committee shall use the Sarasota County School Board Professional Qualification Supplement (PQS) (substantially as in Appendix E for Architects/Consultants/Engineers or Appendix F for Construction Managers) to serve as a portion of the application package to be completed by each applicant company. The Chairperson may modify Exhibit E or F for each selection process as needed to solicit the information most appropriate for the evaluation of applications. Additional information and/or documentation as per the legal advertisement shall complete the application package. Requested data shall comply with Florida Statute. Because consultants can be a major factor in the selection process, an awarded company cannot change any consultant listed in the PQS and/or application package without first receiving the Committee's approval.

For Design/Build Single projects, and for instances in which Design/Build Continuing Contracts will be issued, all firms desired to be considered by the Committee shall submit a Statement of Qualifications in accordance with the advertisement for said project.

E. Cone of Silence – To foster fair and open competition throughout the selection process, all firms who attend the mandatory pre-application/pre-submission meeting shall communicate solely through the Director of the Construction Services Department or the designee noted in the mandatory pre-application/pre-submission meeting. Such communication restrictions start at the mandatory pre-application/pre-submission meeting and terminates seventy-two (72) hours after notification of the rankings are posted. All communications regarding the solicitation will be via email. Violation(s) of the above mentioned paragraph may be cause for immediate disqualification of the responsible company or individual, with subject to a right to appeal or administrative hearing.



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### F. Short-listing

6. 1. For all Major Single Projects, Professional Services Continuing Contracts, and Design/Build Continuing Service Contracts, Applications received after the deadline cited in the public notice/advertisement will not be considered. Columns A-E are utilized by the Committee to construct a short-list. Companies will be ranked based on a total number of points gained from columns A-E. Prior to Short-listing, Columns A and B on the Major/Minor & Continuing Contract Project Score Sheet (substantially as in Appendix B) shall be completed administratively. The Committee shall convene to review the applications and score applications on the Major/Minor & Continuing Contract Project Score Sheet (substantially as in Appendix B). Information provided by companies to the Committee shall be translated into a scoring system as indicated herein. Committee members shall individually score Columns C, D and E for each applying company. All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The total average scores of columns A, B, C, D, and E shall be each company's official score for the purpose of short-listing the applicants. The following categories shall be used by the Committee to develop a short-list:

<u>Column</u>	<u>Category</u>	<u>Score Range</u>
A	Minority Company	0 or 1
B	Location	1 - 5
C	Team Qualifications	1 - 15
D	List of Projects	1 - 10
E	Related Experience	1 - 20

Column A – The applicant receives a “1” (one) point entry if the company is a certified Minority Business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985. Any other applicant receives a “0” (zero) point entry.

Column B – Points obtained from the Location Rating Table in Appendix G.

Column C – Points obtained by evaluating information contained in the Team Qualifications section of the PQS.

Column D – Points obtained by evaluating information contained in the List of Projects section and/or from submitted references with similar projects, as cited on the PQS.

Column E – Points obtained by evaluating information contained in the Related Experience section of the PQS.

Those companies short-listed shall be deemed as acceptable to

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provide the professional construction related services required for the specific project, *i.e.*, should the Committee deem appropriate or the scope and/or estimated cost of the project require interviews, or a contract not be successfully negotiated, any of those companies short-listed would be acceptable to provide the professional construction related services required for the specific project.

For projects or continuing contracts with estimated construction costs under ~~one million dollars (\$1,000,000.00)~~ the threshold amount established by Florida Statutes or design or consulting fees ~~are under the threshold amount established by Florida Statutes, one hundred thousand dollars (\$100,000.00)~~, the Committee shall vote to interview. If the Committee elects to interview, the Committee shall vote to determine the number of highest ranked companies to interview. If the Committee elects not to interview, the three (3) highest ranked companies shall be submitted to the Superintendent or their his/her Designee on the Project Assignment Sheet (substantially as in Appendix H) for Board approval. For projects or continuing contracts with estimated construction costs in excess of the threshold amount established by Florida Statutes one million dollars (\$1,000,000.00) or when design or consulting fees are in excess of the threshold amount established by Florida Statutes, one hundred thousand dollars (\$100,000.00), the Committee must interview and shall vote to determine the number of highest ranked companies to interview.

2. For<sup>[AH.1]</sup> Design/Build Single Projects, Statements of Qualifications received after the deadline cited in the public notice/advertisement will not be considered. Statements of Qualifications will be evaluated by the Design Criteria Architect and reviewed by the Professional Services Selection Committee. Columns A-F are utilized by the Committee to construct a short-list. Entities will be ranked based on a total number of points gained from Columns A-F. Prior to Short-listing, Columns A and B on the Design/Build Score Sheet (substantially as in Appendix C) shall be completed administratively. The Committee shall convene to review the submitted documents and score submissions on the Design/Build Score Sheet (substantially as in Appendix C). Information provided by companies to the Committee shall be translated into a scoring system as indicated herein. Committee members shall individually score Columns C, D, E, and F for each applying entity. All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The total average scores of Columns A, B, C, D, E and F shall be each entity's official score for the purpose of ranking the applicants. The Professional Services Selection Committee will short-list a minimum of three (3) entities for further consideration. The following categories shall be used by the Committee to develop a short-list:

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<u>Column</u>	<u>Category</u>	<u>Score Range</u>
<u>A</u>	<u>Minority Company</u>	<u>0 or 1</u>
<u>B</u>	<u>Location</u>	<u>1 – 5</u>
<u>C</u>	<u>Layout</u>	<u>1 – 10</u>
<u>D</u>	<u>Organization &amp; Staff</u>	<u>1 – 20</u>
<u>E</u>	<u>Construction Ability</u>	<u>1 – 20</u>
<u>F</u>	<u>Related Experience</u>	<u>1 – 20</u>

Column A – The applicant receives a “1” (one) point entry if the company is a certified Minority Business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985. Any other applicant receives a “0” (zero) point entry.

Column B – Points obtained from the Location Rating Table in Appendix G.

Column C – Points obtained by evaluating the information contained in Layout section of the Statement of Qualifications.

Column D – Points obtained from evaluating information contained in the Organization Chart and Staff Resumes section of the Statement of Qualifications.

Column E – Points obtained from evaluating information contained in the Construction Ability section of the Statement of Qualifications.

Column F – Points obtained from evaluating information contained in the Related Experience section of the Statement of Qualifications.

7. G. Interview Criteria - The Chairperson shall advise, as may be applicable, the companies selected for interviews that the Committee will consider their understanding of the project, their philosophical approach to the resolution of the project's challenges and other pertinent considerations regarding the project.

H. Pre-interview Orientation Session - The Chairperson shall arrange a mandatory pre-interview orientation session for all companies short-listed. All companies shall be indoctrinated about the project at the

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same time by the same person(s).

8- IAH2]. Price/Schedule Proposals for Design/Build Single Projects - Short-listed entities will submit Price proposals. Price proposals will include proposed design, outline specifications, required alternative prices, unit prices and professional service fees. Information will also be required regarding the design/build entity's design/construction schedule.

J. Interview Format for Major Single Projects and All Instances in Which Continuing Contracts are to be issued-

The order of interviews shall be determined by random selection. The interview shall consist of a presentation period followed by a question and answer period. The length of the presentation period and the question and answer period shall be determined by the Chairperson. It shall be the Chairperson's responsibility to require attendance by only those representative(s), off for the companies under consideration, who are qualified to participate in a technical presentation at the interview level (i.e., design team, lead architect/engineer, project manager).

KIAH3]. Interviews/Presentations for Design/Build Single Projects - Price and Schedule proposals will be evaluated by the Design Criteria Architect and reviewed by the Professional Services Selection Committee. Design/Build entities will be required to make presentations to the Committee. The Chairperson shall determine the format of the presentations. The order of presentations shall be determined by random selection. It shall be the Chairperson's responsibility to require attendance by only those representative(s) for the entities under consideration who are qualified to participate in a technical presentation at the interview level.  
9.

10- L. Interview Scoring for Major Single Projects and all Instances in Which Continuing Contracts are to be issued - Column(s) F-I-J of the Major/Minor Single Project & Continuing Contract Project Score Sheet are utilized by the Committee during the interview process. All companies begin equally for the interview process. Points from Columns A-E do not carry over to interview scoring and all scores are reduced to zero (0).

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<u>Column</u>	<u>Category</u>	<u>Score Range</u>
F	Timelines and Cost Control	1 – 20
G	Ability to Perform/Team Strength	1 – 20
H	Interview Rating	1 – 10
I	Problems and Solutions	1 – 20
J	Innovation/Creativity	1 – 10

Column F – Points obtained from evaluating the Timelines and Cost Control portion of the interview/presentation. Timelines is defined as timeliness' in the execution of the work to meet the project schedule. Cost control is defined as estimating, project construction cost control and value engineering.

Column G – Points obtained from evaluating the Ability to Perform/ Team Strength portion of the interview/presentation. Identify your proposed site staffing noting the strengths of each team member and their area of responsibility.

Column H – Points obtained from evaluating the overall interview and the entire presentation.

Column I – Points obtained from evaluating the Problems & Solutions portion of the interview/presentation. Discuss how your firm would approach the overall project, coordinate activities with the owner, design professional and departments such as education, transportation, technology and food service.

Column J – Points obtained from evaluating innovation and creativity portion of the interview/presentation. Present innovative and creative solutions to issues unique to the project such as new types of materials, methods, scheduling, working on an occupied campus, project access and other thoughtful solutions to project challenges.

A Committee member must be in attendance for the entire interview of all companies to be eligible to score and/or vote. Following Committee discussion, Committee members shall individually score columns F, G, H, I and J for each company interviewed. All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The average scores of columns F, G, H, I and J shall be each company's official score for the purpose of ranking the applicants.

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M. Selection<sup>(AH4)</sup> for Design/Build Single Projects- Factors to be considered to evaluate the Presentations of Design/Build entities will be the proposed price and schedule (including alternate prices, unit prices and professional service fees and the proposed design). A Committee member must be in attendance for the entire presentation of all entities to be eligible to score and/or vote. Following Committee discussion, Committee members shall individually score Columns G and H for each entity interviewed.

<u>Column</u>	<u>Category</u>	<u>Score Range</u>
<u>G</u>	<u>Design</u>	<u>1 – 20</u>
<u>H</u>	<u>Price/Schedule</u>	<u>1 – 30</u>

Column G – Points obtained from evaluating the Design portion of the interview/presentation.

Column H – Points obtained from evaluating the Price/Schedule portion of the interview/presentation.

All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The total average scores of Columns G and H shall be each company's official score for the purpose of ranking the applicants.

N. Tie Score - In the event of a tie score, the short list scores shall determine the number one ranked firm. If there is a tie in the short list scores, a coin flip conducted by the Director of Constructions Services shall determine the number one ranked firm.

11. O. Submission of Ranking - For Major/Minor single—Single projectsProjects, the top three (3) ranked companies shall be submitted to the Superintendent or ~~their~~ his/her Designee on the Project Assignment Sheet (substantially as in Appendix H) for Board approval. For instances in which any continuing contracts are to be issued, the top ranked companies, the number of which is determined by the respective advertisement, shall be submitted to the Superintendent or ~~their~~ his/her Designee on the Project Assignment Sheet (substantially as in Appendix H) for Board approval. For Design/Build Single Projects, the top three (3) ranked firms shall be submnnitted to the Superintendent or his/her Designee on the Project Assignment Sheet (substantially as in Appendix H) for Board approval.

12. P. Dispute Resolution - If the Superintendent disputes the submitted rankings, the Superintendent or ~~their~~ his/her Designee shall schedule a meeting with the Committee to review the Committee's rationale and the Superintendent's or ~~their~~ Designee's concerns. The Superintendent or ~~their~~ Designee shall then make a recommendation



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to the Board, accompanied by the Committee's rankings.

If a third party disputes the rankings, the Superintendent or ~~their~~ Designee shall schedule a session between the Committee, the complainant(s) and the Superintendent or ~~their~~ Designee to review the Committee's rationale and the complainant's concerns. The Superintendent or ~~their~~ Designee shall then make a recommendation to the Board, accompanied by the Committee's rankings and a summary of the complainant's concerns.

### ~~13.~~ Q. Contract Negotiation

~~a.~~ 1. For Major/~~Minor~~ Single Projects, after Board approval of a Committee selection, the Chairperson, in the presence of at least one (1) additional Committee members, shall commence negotiations as set forth in Florida Statute. Standards of professional services required and terms of agreement shall be developed and utilized as the basis for negotiation. The Board's attorney shall review the agreement as to its legal form. The Chairperson shall submit the negotiated agreement to the Board for approval.

~~a2.~~ 2. For all instances in which Continuing Contracts are to be issued, the Chairperson shall commence negotiations in the presence of a least one (1) additional Committee member with all of the Board approved companies. If negotiations are successful with all of the Board approved companies, the Chairperson shall submit continuing contracts with all of those companies to the Board for approval. If negotiations are unsuccessful with any of the companies, the Chairperson shall continue negotiations with additional companies in the order of their competence and qualifications per the score sheet until such time as agreements are reached with the minimum number of companies as specified in the advertisement. The Board's attorney shall review all agreements as to their legal form. The Chairperson shall submit the negotiated agreements to the Board for approval.

2. For <sup>AHST</sup> all Design/Build Single Projects, subsequently the Chairperson and one (1) other member of the Professional Services Selection Committee and the Design Criteria Architect will meet with the selected Design/Build Entity in order of ranking to negotiate a design/build agreement and compensation, which is determined to be fair, competitive, and reasonable. In making such determination, an analysis of the cost of the professional design/build services shall be conducted in conjunction with consideration of scope and complexity. If a satisfactory agreement with a Design/Build Entity considered to be the most qualified, at a

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price determined to be fair, competitive, and reasonable, is not achieved with that company, negotiations will be terminated and negotiations will be undertaken with the next ranked Design/Build Entity. Failing accord with the next Design/Build firm negotiations will be terminated and then negotiations with the next ranked Design/Build Entity will be undertaken, and so on. Should the School District be unable to negotiate a satisfactory contract with any of the ranked Design/Build Entities, the School District may select additional Design/Build Entities in the order of their competence and qualification and continue negotiations until an agreement is reached or the Board may discontinue all negotiations for the project. The Board's attorney shall review all agreements as to their legal form. The Chairperson shall submit the negotiated design/build agreement to the Board for approval.

### ~~A. Design/Build Single Project Selection Procedure~~

~~16. Selection Criteria—The Committee shall advertise, short list, and conduct interviews for the selection of Design/Build entities for single projects in accordance with the procedure set forth herein.~~

~~18.3. Advertisement—Each design/build single project shall be identified by name in an advertisement, with an indication of either the probable cost or professional fee range, and the general scope of services. To advertise means to publicly announce at least one (1) time in at least one (1) designated newspaper for each project or group of projects and to send a copy of such advertisement to each company which has been Board certified.~~



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- ~~19. Mandatory Pre-submission meeting—A mandatory pre-submission meeting will be held, at a designated location, to review the requirements of the Statement of Qualifications. All companies interested in submitting a Statement of Qualifications are required to attend this meeting and any company not attending will not be considered for selection.~~
- ~~20. Statement of Qualifications—All companies desiring to be considered by the Committee to provide design/build services for a single specific project shall submit a Statement of Qualifications in accordance with the advertisement for said project.~~
- ~~21. Short listing—Statements of Qualifications received after the deadline cited in the public notice/advertisement will not be considered. Statements of Qualifications will be evaluated by the Design Criteria Architect and reviewed by the Professional Services Selection Committee. Columns A-F are utilized by the Committee to construct a short list. Entities will be ranked based on a total number of points gained from Columns A-F. Prior to Short listing, Columns A and B on the Design/Build Single Project Score Sheet (substantially as in Appendix C) shall be completed administratively. The Committee shall convene to review the submitted documents and score submissions on the Design/Build Single Project Score Sheet (substantially as in Appendix C). Information provided by companies to the Committee shall be translated into a scoring system as indicated herein. Committee members shall individually score Columns C, D, E, and F for each applying entity. All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The total average scores of Columns A, B, C, D, E and F shall be each entity's official score for the purpose of ranking the applicants. The Professional Services Selection Committee will short list a minimum of three (3) entities for further consideration. The following categories shall be used by the Committee to develop a short list:~~

<u>Column</u>	<u>Category</u>	<u>Score Range</u>
A	Minority Company	0 or 1
B	Location	1-5
C	Layout	1-10
D	Organization & Staff	1-20
E	Construction Ability	1-20
F	Related Experience	1-20

~~Column A—The applicant receives a "1" (one) point entry if the company is a certified Minority Business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985. Any other applicant receives a "0" (zero) point entry.~~

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~~Column B — Points obtained from the Location Rating Table in Appendix G.~~

~~Column C — Points obtained by evaluating the information contained in Layout section of the Statement of Qualifications.~~

~~Column D — Points obtained from evaluating information contained in the Organization Chart and Staff Resumes section of the Statement of Qualifications.~~

~~Column E — Points obtained from evaluating information contained in the Construction Ability section of the Statement of Qualifications.~~

~~Column F — Points obtained from evaluating information contained in the Related Experience section of the Statement of Qualifications.~~

- ~~22. — Pre-interview Orientation Session — The Chairperson shall arrange a mandatory pre-interview orientation session for all entities short-listed. All companies shall be indoctrinated about the project at the same time by the same person(s).~~
- ~~23. — Price/Schedule Proposals — Short listed entities will submit Price proposals. Price proposals will include proposed design, outline specifications, required alternative prices, unit prices and professional service fees. Information will also be required regarding the design/build entity's design/construction schedule.~~
- ~~24. — Interviews/Presentations — Price and Schedule proposals will be evaluated by the Design Criteria Architect and reviewed by the Professional Services Selection Committee. Design/Build entities will be required to make presentations to the Committee. The Chairperson shall determine the format of the presentations. The order of presentations shall be determined by random selection. It shall be the Chairperson's responsibility to require attendance by only those representative(s) for the entities under consideration who are qualified to participate in a technical presentation at the interview level.~~
- ~~25. — Selection — Factors to be considered to evaluate the Presentations of Design/Build entities will be the proposed price and schedule (including alternate prices, unit prices and professional service fees and the proposed design). A Committee member must be in attendance for the entire presentation of all entities to be eligible to score and/or vote. Following Committee discussion, Committee members shall individually score Columns F and G for each entity interviewed.~~

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<u>Column</u>	<u>Category</u>	<u>Score Range</u>
G	Design	1—20
H	Price/Schedule	1—30

~~Column G—Points obtained from evaluating the Design portion of the interview/presentation.~~

~~Column H—Points obtained from evaluating the Price/Schedule portion of the interview/presentation.~~

~~All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The total average scores of Columns G and H shall be each company's official score for the purpose of ranking the applicants.~~

~~26.—Submission of Ranking—For Design/Build single projects, the top three (3) ranked companies shall be submitted to the Superintendent or their Designee on the Project Assignment Sheet (substantially as in Appendix H) for Board approval.~~

~~27.—Dispute Resolution—If the Superintendent or their Designee disputes the submitted rankings, the Superintendent or their Designee shall schedule a meeting with the Committee to review the Committee's rationale and the Superintendent's or their Designee's concerns. The Superintendent or their Designee shall then make a recommendation to the Board, accompanied by the Committee's rankings.~~

~~If a third party disputes the rankings, the Superintendent or their Designee shall schedule a session between the Committee, the complainant(s) and the Superintendent or their Designee to review the Committee's rationale and the complainant's concerns. The Superintendent or their Designee shall then make a recommendation to the Board, accompanied by the Committee's rankings and a summary of the complainant's concerns.~~

~~28.—Contract Negotiation—Subsequently, the Chairperson and one (1) other member of the Professional Services Selection Committee and the Design Criteria Architect will meet with the selected Design/Build Entity in order of ranking to negotiate a design/build agreement and compensation, which is determined to be fair, competitive, and reasonable. In making such determination, an analysis of the cost of the professional design/build services shall be conducted in conjunction with consideration of scope and complexity. If a satisfactory agreement with a Design/Build Entity considered to be the most qualified, at a price determined to be fair, competitive, and reasonable, is not achieved with that company,~~

## CHAPTER 7.00 - BUSINESS SERVICES

~~negotiations will be terminated and negotiations will be undertaken with the next ranked Design/Build Entity. Failing accord with the next Design/Build Entity negotiations will be terminated and then negotiations with the next ranked Design/Build Entity will be undertaken, and so on. Should the School District be unable to negotiate a satisfactory contract with any of the ranked Design/Build Entities, the School District may select additional Design/Build Entities in the order of their competence and qualification and continue negotiations until an agreement is reached or the Board may discontinue all negotiations for the project. The Board's attorney shall review all agreements as to their legal form. The Chairperson shall submit the negotiated design/build agreement to the Board for approval.~~

R. Project Assignments for All Continuing Contracts - Once an individual sub-project, which is within the scope of an existing continuing contract, is identified and approved for construction or for study activity, the individual sub-project will be submitted to the Director of Construction Services for assignment to one of firms with whom the Board has a continuing contract. The director will endeavor to balance the assigned workloads among the firms to the fairest extent possible. Assignments may be effected by firms past history on a campus, ongoing projects already in place on specific campuses or specialty work best suited to a specific firm.

S. Board Approval of Contracts - All contracts issued for Major Single Projects, Design/Build Single Projects, Design/Build Continuing Contracts, Professional Service Continuing Contracts, and sub-projects, unless specifically exempted below, shall be submitted to the School Board for its approval. With respect to sub-projects, the School Board delegates to the Superintendent or his/her designee the right to enter contracts on behalf of the School Board in the following circumstances:

- (1) Involving projects previously approved by the School Board in the Capital Improvement Budget that do not exceed \$2,000,000;
- (2) Renovation or new construction contracts not specifically listed in the Capital Improvement Budget that do not exceed \$325,000;
- (3) In the event of a bona fide emergency, any project that does not exceed \$2,000,000.

Any time the Superintendent or his/her designee enters into a contract pursuant to subparagraphs 1-3 above, the Superintendent or designee shall immediately notify the School Board.

### IV.V. Review of Policies and Procedures

**CHAPTER 7.00 - BUSINESS SERVICES**

A. At least every five (5) years, the Board shall appoint an ad hoc committee to review these policies and procedures for the purpose of ensuring that the best qualified professional service is selected for all Board projects. The ad hoc committee shall not include any current member(s) of the Professional Services Selection Committee.

B. The Committee shall review the PQS annually.

~~V.VI.~~ VI. Effective Date - These policies are effective upon adoption and supersede all previous policies.

**STATUTORY AUTHORITY:** 1001.41, FS

**LAW(S) IMPLEMENTED:** 287.055, 287.057, 1001.43,  
1001.51, 1011.06, 1013.45, F.S.

**STATE BOARD OF EDUCATION RULE(S):** 6A-2.0010

**HISTORY:** ADOPTED: 08/21/01  
REVISION DATE(S): 10/07/2003, 05/06/2008, 04/07/09, 09/07/10  
FORMERLY: 6.102

**NOTES:**

**Requires Review: Every 3 years**

**Refer to: 7.71a–Procedures for Selection of Architects and Engineers**







Tab

2



## CHAPTER 7.00 - BUSINESS SERVICES

### SELECTION POLICY FOR PROFESSIONAL CONSTRUCTION RELATED SERVICES

7.71

#### I. Introduction

- A. **Purpose** - The Professional Services Selection Committee (Committee) is designated by The School Board of Sarasota County, Florida (Board) to select companies to provide professional construction related services. These services include, but are not limited to, architectural, engineering, landscape architecture, land surveying, testing laboratories, construction management and design/build, which services will be provided either for single specific projects or based on continuing contracts.
- B. **Solicitation of Applicants** - The Board encourages interested parties to apply for providing professional construction related services for Sarasota County School Board projects. Prior to January 1<sup>st</sup> each year, the Board shall solicit applicants to provide professional services as per Section I.A. The Committee shall review the applicants' credentials and submit a list of acceptable applicants to the Superintendent of Schools (Superintendent) or his/her Designee for Board approval as certified to provide professional construction related services. Applicant companies may be added or deleted from this list at any time subject to Board certification.

#### II. Committee

- A. **Membership** - The membership of the Committee shall consist of the following:
- Seat 1 Director – Construction Services (or Administrative Designee)
  - Seat 2 Director – Facilities Services (or Assistant Director)
  - Seat 3 Building Code Administrator – Construction Services (or Administrative Designee)
  - Seat 4 Project Manager – Construction Services (or Facilities Services)
  - Seat 5 Executive Director of Elementary Education (or Administrative Designee) – or –  
Executive Director of Middle School Education (or Administrative Designee) – or –  
Executive Director of High School Education (or Administrative Designee)
- B. **Orientation** - The Chairperson shall meet separately with new Committee members to review the items on the Awareness Sheet (substantially as in Appendix A).

## CHAPTER 7.00 - BUSINESS SERVICES

- C. **Terms** - All members shall have perpetual membership.
- D. **Officers** - The Director of Construction Services shall convene the meetings and serve as Chairperson (Chairperson), or in case of his absence, his administrative designee shall serve as Chairperson.
- E. **Administrative Procedures** - The Committee may adopt additional administrative policies and procedures. *Robert's Rules of Order* shall be the parliamentary authority for all matters of procedure not specifically covered by these policies.
- F. **Quorum** - A quorum constitutes five (5) Committee members.
- G. **Meetings** - Committee meetings shall be open to the public and are subject to the Florida government in the sunshine law. Notice of all Committee meetings shall be posted in the Construction Services Department office.
- H. **A School Board employee** shall be designated by the Chairperson to serve as Committee secretary and shall not be a voting Committee member.
- I. **Scoring and Voting** - All eligible Committee members shall score and vote. The Committee shall score all sections on the Project Score Sheet (substantially as in Appendix B or Appendix C, whichever is applicable). The Committee shall score in full point increments only. All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results.

### III. Selection Procedures

#### A. Major/Minor Projects and Continuing Contract Selection Procedures (Excluding all Design/Build single projects under Section III.B.)

##### 1. Definitions

- a. A "major project" is a project where the basic construction cost is estimated to exceed the threshold amount provided in Florida Statute 287.017 for Category Five or for a planning or study activity where the fee for professional services exceeds the threshold amount provided in Florida Statute 287.017 for Category Two.
- b. A "minor project" is a project where the basic construction cost is estimated to not exceed the threshold amount provided in Florida Statute 287.017 for Category Five or for a planning or study activity where the fee for professional services does not exceed the threshold amount provided in Florida Statute 287.017 for Category Two.
- c. A "continuing contract" is as defined in Florida Statute.

## **CHAPTER 7.00 - BUSINESS SERVICES**

2. **Selection Criteria** - The Committee shall advertise, short-list, and as deemed necessary, conduct interviews on major projects and for all projects for which continuing contracts will be issued. With respect to minor projects, the Committee may assign projects to companies on the current certified list in an equitable manner without public advertisements.
3. **Assignment (Minor Project only)** - The Committee will hear all pertinent information regarding the selection. A verbal selection will be reached and Committee members will sign the Minor Projects Assignment Sheet (substantially as in Appendix D). The company shall be submitted to the Superintendent or their Designee for Board approval.
4. **Advertisement** - Each major project shall be identified by name in an advertisement, with an indication of either the probable cost or professional fee range, and the general scope of services. To advertise means to publicly announce at least one (1) time in at least one (1) designated newspaper for each project or group of projects and to send a copy of such advertisement to each company which has been Board certified. For specialty projects, copies of such advertisement may be sent to companies which are not currently Board certified, but may have particular interests in such specialties.
5. **Mandatory Pre-application Meeting** - A mandatory pre-application meeting will be held, at a designated location, to review the requirements of the Application. All companies interested in submitting an Application are required to attend this meeting and any company not attending will not be considered for selection.
6. **Application** - Except as may otherwise be specified in the legal advertisement, the Committee shall use the Sarasota County School Board Professional Qualification Supplement (PQS) (substantially as in Appendix E for Architects/Consultants /Engineers or Appendix F for Construction Managers) to serve as a portion of the application package to be completed by each applicant company. The Chairperson may modify Exhibit E or F for each selection process as needed to solicit the information most appropriate for the evaluation of applications. Additional information and/or documentation as per the legal advertisement shall complete the application package. Requested data shall comply with Florida Statute. Because consultants can be a major factor in the selection process, an awarded company cannot change any consultant listed in the PQS and/or application package without first receiving the Committee's approval.
7. **Cone of Silence** – To foster fair and open competition throughout the selection process, all firms who attend the mandatory pre-

## CHAPTER 7.00 - BUSINESS SERVICES

submission meeting shall communicate solely through the Director of the Construction Services Department or the designee noted in the mandatory pre-submission meeting. Such communication restrictions start at the mandatory pre-submission meeting and terminates seventy two (72) hours after notification of the rankings are posted. All communications regarding the solicitation will be via email. Violation(s) of the above mentioned paragraph may be cause for immediate disqualification of the responsible company or individual with appeal or administrative hearing.

8. Short-listing - Applications received after the deadline cited in the public notice/advertisement will not be considered. Columns A-E are utilized by the Committee to construct a short-list. Companies will be ranked based on a total number of points gained from columns A-E. Prior to Short-listing, Columns A and B on the Major/Minor & Continuing Contract Project Score Sheet (substantially as in Appendix B) shall be completed administratively. The Committee shall convene to review the applications and score applications on the Major/Minor & Continuing Contract Project Score Sheet (substantially as in Appendix B). Information provided by companies to the Committee shall be translated into a scoring system as indicated herein. Committee members shall individually score Columns C, D and E for each applying company. All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The total average scores of columns A, B, C, D, and E shall be each company's official score for the purpose of short-listing the applicants. The following categories shall be used by the Committee to develop a short-list:

<u>Column</u>	<u>Category</u>	<u>Score Range</u>
A	Minority Company	0 or 1
B	Location	1 - 5
C	Team Qualifications	1 - 15
D	List of Projects	1 - 10
E	Related Experience	1 - 20

Column A – The applicant receives a “1” (one) point entry if the company is a certified Minority Business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985. Any other applicant receives a “0” (zero) point entry.

Column B – Points obtained from the Location Rating Table in Appendix G.

Column C – Points obtained by evaluating information contained in the Team Qualifications section of the PQS.

## **CHAPTER 7.00 - BUSINESS SERVICES**

**Column D – Points obtained by evaluating information contained in the List of Projects section and/or from submitted references with similar projects, as cited on the PQS.**

**Column E – Points obtained by evaluating information contained in the Related Experience section of the PQS.**

**Those companies short-listed shall be deemed as acceptable to provide the professional construction related services required for the specific project, *i.e.*, should the Committee deem appropriate or the scope and/or estimated cost of the project require interviews, or a contract not be successfully negotiated, any of those companies short-listed would be acceptable to provide the professional construction related services required for the specific project.**

**For projects or continuing contracts with estimated construction costs under one million dollars (\$1,000,000.00) or design or consulting fees are under one hundred thousand dollars (\$100,000.00), the Committee shall vote to interview. If the Committee elects to interview, the Committee shall vote to determine the number of highest ranked companies to interview. If the Committee elects not to interview, the three (3) highest ranked companies shall be submitted to the Superintendent or their Designee on the Project Assignment Sheet (substantially as in Appendix H) for Board approval. For projects or continuing contracts with estimated construction costs in excess of one million dollars (\$1,000,000.00) or when design or consulting fees are in excess of one hundred thousand dollars (\$100,000.00), the Committee must interview and shall vote to determine the number of highest ranked companies to interview.**

- 9. Interview Criteria - The Chairperson shall advise the companies selected for interviews that the Committee will consider their understanding of the project, their philosophical approach to the resolution of the project's challenges and other pertinent considerations regarding the project.**
- 10. Pre-interview Orientation Session - The Chairperson shall arrange a mandatory pre-interview orientation session for all companies short-listed. All companies shall be indoctrinated about the project at the same time by the same person(s).**
- 11. Interview Format - The order of interviews shall be determined by random selection. The interview shall consist of a presentation period followed by a question and answer period. The length of the presentation period and the question and answer period shall be determined by the Chairperson. It shall be the Chairperson's responsibility to require attendance by only those representative(s),**

## CHAPTER 7.00 - BUSINESS SERVICES

off/for the companies under consideration, who are qualified to participate in a technical presentation at the interview level (*i.e.*, design team, lead architect/engineer, project manager).

12. Interview Scoring - Column(s) F-I of the Major/Minor & Continuing Contract Project Score Sheet are utilized by the Committee during the interview process. All companies begin equally for the interview process. Points from Columns A-E do not carry over to interview scoring and all scores are reduced to zero (0).

<u>Column</u>	<u>Category</u>	<u>Score Range</u>
F	Timelines and Cost Control	1 – 20
G	Ability to Perform/Team Strength	1 – 20
H	Interview Rating	1 – 10
I	Problems and Solutions	1 – 20
J	Innovation/Creativity	1 – 10

Column F – Points obtained from evaluating the Timelines and Cost Control portion of the interview/presentation. Timelines is defined as 'timeliness' in the execution of the work to meet the project schedule. Cost control is defined as estimating, project construction cost control and value engineering.

Column G – Points obtained from evaluating the Ability to Perform/ Team Strength portion of the interview/presentation. Identify your proposed site staffing noting the strengths of each team member and their area of responsibility.

Column H – Points obtained from evaluating the overall interview and the entire presentation.

Column I – Points obtained from evaluating the Problems & Solutions portion of the interview/presentation. Discuss how your firm would approach the overall project, coordinate activities with the owner, design professional and departments such as education, transportation, technology and food service.

Column J – Points obtained from evaluating innovation and creativity portion of the interview/presentation. Present innovative and creative solutions to issues unique to the project such as new types of materials, methods, scheduling, working on an occupied campus, project access and other thoughtful solutions to project challenges.

A Committee member must be in attendance for the entire interview of all companies to be eligible to score and/or vote. Following Committee discussion, Committee members shall individually score columns F, G, H, I and J for each company interviewed. All score sheets shall be collected by the Committee secretary for tabulation

## CHAPTER 7.00 - BUSINESS SERVICES

and announcement of the results. The average score is the official score. The average scores of columns F, G, H, I and J shall be each company's official score for the purpose of ranking the applicants.

13. **Tie Score** – In the event of a tie score, the short list scores shall determine the number one ranked firm. If there is a tie in the short list scores, a coin flip conducted by the Director of Construction Services shall determine the number one ranked firm.
14. **Submission of Ranking** - For Major/Minor single projects, the top three (3) ranked companies shall be submitted to the Superintendent or their Designee on the Project Assignment Sheet (substantially as in Appendix H) for Board approval. For continuing contracts, the top ranked companies, the number of which is determined by the respective advertisement, shall be submitted to the Superintendent or their Designee on the Project Assignment Sheet (substantially as in Appendix H) for Board approval.
15. **Dispute Resolution** - If the Superintendent disputes the submitted rankings, the Superintendent or their Designee shall schedule a meeting with the Committee to review the Committee's rationale and the Superintendent's or their Designee's concerns. The Superintendent or their Designee shall then make a recommendation to the Board, accompanied by the Committee's rankings.

If a third party disputes the rankings, the Superintendent or their Designee shall schedule a session between the Committee, the complainant(s) and the Superintendent or their Designee to review the Committee's rationale and the complainant's concerns. The Superintendent or their Designee shall then make a recommendation to the Board, accompanied by the Committee's rankings and a summary of the complainant's concerns.

16. **Contract Negotiation**
  - a. For Major/Minor single projects, after Board approval of a Committee selection, the Chairperson, in the presence of at least one (1) additional Committee members, shall commence negotiations as set forth in Florida Statute. Standards of professional services required and terms of agreement shall be developed and utilized as the basis for negotiation. The Board's attorney shall review the agreement as to its legal form. The Chairperson shall submit the negotiated agreement to the Board for approval.
  - b. For continuing contracts, the Chairperson shall commence negotiations in the presence of a least one (1) additional Committee member with all of the Board approved

## CHAPTER 7.00 - BUSINESS SERVICES

companies. If negotiations are successful with all of the Board approved companies, the Chairperson shall submit continuing contracts with all of those companies to the Board for approval. If negotiations are unsuccessful with any of the companies, the Chairperson shall continue negotiations with additional companies in the order of their competence and qualifications per the score sheet until such time as agreements are reached with the minimum number of companies as specified in the advertisement. The Board's attorney shall review all agreements as to their legal form. The Chairperson shall submit the negotiated agreements to the Board for approval.

### B. Design/Build Single Project Selection Procedure

1. **Selection Criteria** - The Committee shall advertise, short-list, and conduct interviews for the selection of Design/Build entities for single projects in accordance with the procedure set forth herein.
2. **Advertisement** - Each design/build single project shall be identified by name in an advertisement, with an indication of either the probable cost or professional fee range, and the general scope of services. To advertise means to publicly announce at least one (1) time in at least one (1) designated newspaper for each project or group of projects and to send a copy of such advertisement to each company which has been Board certified.
3. **Mandatory Pre-submission meeting** - A mandatory pre-submission meeting will be held, at a designated location, to review the requirements of the Statement of Qualifications. All companies interested in submitting a Statement of Qualifications are required to attend this meeting and any company not attending will not be considered for selection.
4. **Statement of Qualifications** - All companies desiring to be considered by the Committee to provide design/build services for a single specific project shall submit a Statement of Qualifications in accordance with the advertisement for said project.
5. **Short-listing** - Statements of Qualifications received after the deadline cited in the public notice/advertisement will not be considered. Statements of Qualifications will be evaluated by the Design Criteria Architect and reviewed by the Professional Services Selection Committee. Columns A-F are utilized by the Committee to construct a short-list. Entities will be ranked based on a total number of points gained from Columns A-F. Prior to Short-listing, Columns A and B on the Design/Build Single Project Score Sheet (substantially as in Appendix C) shall be completed administratively.



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The Committee shall convene to review the submitted documents and score submissions on the Design/Build Single Project Score Sheet (substantially as in Appendix C). Information provided by companies to the Committee shall be translated into a scoring system as indicated herein. Committee members shall individually score Columns C, D, E, and F for each applying entity. All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The total average scores of Columns A, B, C, D, E and F shall be each entity's official score for the purpose of ranking the applicants. The Professional Services Selection Committee will short-list a minimum of three (3) entities for further consideration. The following categories shall be used by the Committee to develop a short-list:

<u>Column</u>	<u>Category</u>	<u>Score Range</u>
A	Minority Company	0 or 1
B	Location	1 - 5
C	Layout	1 - 10
D	Organization & Staff	1 - 20
E	Construction Ability	1 - 20
F	Related Experience	1 - 20

Column A – The applicant receives a "1" (one) point entry if the company is a certified Minority Business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985. Any other applicant receives a "0" (zero) point entry.

Column B – Points obtained from the Location Rating Table in Appendix G.

Column C – Points obtained by evaluating the information contained in Layout section of the Statement of Qualifications.

Column D – Points obtained from evaluating information contained in the Organization Chart and Staff Resumes section of the Statement of Qualifications.

Column E – Points obtained from evaluating information contained in the Construction Ability section of the Statement of Qualifications.

Column F – Points obtained from evaluating information contained in the Related Experience section of the Statement of Qualifications.

6. Pre-interview Orientation Session - The Chairperson shall arrange a mandatory pre-interview orientation session for all entities short-listed. All companies shall be indoctrinated about the project at the same time by the same person(s).

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7. Price/Schedule Proposals - Short-listed entities will submit Price proposals. Price proposals will include proposed design, outline specifications, required alternative prices, unit prices and professional service fees. Information will also be required regarding the design/build entity's design/construction schedule.
8. Interviews/Presentations - Price and Schedule proposals will be evaluated by the Design Criteria Architect and reviewed by the Professional Services Selection Committee. Design/Build entities will be required to make presentations to the Committee. The Chairperson shall determine the format of the presentations. The order of presentations shall be determined by random selection. It shall be the Chairperson's responsibility to require attendance by only those representative(s) for the entities under consideration who are qualified to participate in a technical presentation at the interview level.
9. Selection - Factors to be considered to evaluate the Presentations of Design/Build entities will be the proposed price and schedule (including alternate prices, unit prices and professional service fees and the proposed design). A Committee member must be in attendance for the entire presentation of all entities to be eligible to score and/or vote. Following Committee discussion, Committee members shall individually score Columns F and G for each entity interviewed.

<u>Column</u>	<u>Category</u>	<u>Score Range</u>
G	Design	1 - 20
H	Price/Schedule	1 - 30

Column G – Points obtained from evaluating the Design portion of the interview/presentation.

Column H – Points obtained from evaluating the Price/Schedule portion of the interview/presentation.

All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The total average scores of Columns G and H shall be each company's official score for the purpose of ranking the applicants.

10. Submission of Ranking - For Design/Build single projects, the top three (3) ranked companies shall be submitted to the Superintendent or their Designee on the Project Assignment Sheet (substantially as in Appendix H) for Board approval.

## **CHAPTER 7.00 - BUSINESS SERVICES**

11. **Dispute Resolution** - If the Superintendent or their Designee disputes the submitted rankings, the Superintendent or their Designee shall schedule a meeting with the Committee to review the Committee's rationale and the Superintendent's or their Designee's concerns. The Superintendent or their Designee shall then make a recommendation to the Board, accompanied by the Committee's rankings.

If a third party disputes the rankings, the Superintendent or their Designee shall schedule a session between the Committee, the complainant(s) and the Superintendent or their Designee to review the Committee's rationale and the complainant's concerns. The Superintendent or their Designee shall then make a recommendation to the Board, accompanied by the Committee's rankings and a summary of the complainant's concerns.

12. **Contract Negotiation** - Subsequently, the Chairperson and one (1) other member of the Professional Services Selection Committee and the Design Criteria Architect will meet with the selected Design/Build Entity in order of ranking to negotiate a design/build agreement and compensation, which is determined to be fair, competitive, and reasonable. In making such determination, an analysis of the cost of the professional design/build services shall be conducted in conjunction with consideration of scope and complexity. If a satisfactory agreement with a Design/Build Entity considered to be the most qualified, at a price determined to be fair, competitive, and reasonable, is not achieved with that company, negotiations will be terminated and negotiations will be undertaken with the next ranked Design/Build Entity. Failing accord with the next Design/Build Entity negotiations will be terminated and then negotiations with the next ranked Design/Build Entity will be undertaken, and so on. Should the School District be unable to negotiate a satisfactory contract with any of the ranked Design/Build Entities, the School District may select additional Design/Build Entities in the order of their competence and qualification and continue negotiations until an agreement is reached or the Board may discontinue all negotiations for the project. The Board's attorney shall review all agreements as to their legal form. The Chairperson shall submit the negotiated design/build agreement to the Board for approval.

### **IV. Review of Policies and Procedures**

- A. At least every five (5) years, the Board shall appoint an ad hoc committee to review these policies and procedures for the purpose of ensuring that the best qualified professional service is selected for all Board projects. The ad hoc committee shall not include any current member(s) of the Professional Services Selection Committee.
- B. The Committee shall review the PQS annually.

**CHAPTER 7.00 - BUSINESS SERVICES**

V. **Effective Date** - These policies are effective upon adoption and supersede all previous policies.

**STATUTORY AUTHORITY:** 1001.41, FS

**LAW(S) IMPLEMENTED:** 287.055, 287.057, 1001.43,  
1001.51, 1011.06, 1013.45, F.S.

**STATE BOARD OF EDUCATION RULE(S):** 6A-2.0010

**HISTORY:** **ADOPTED:** 8/21/01  
**REVISION DATE(S):** 10/7/03, 5/6/08, 4/7/09, 9/7/10, 7/19/16  
**FORMERLY:** 6.102

**NOTES:**

**Refer to: Procedures 7.71 – Procedures for Selection of Architects and Engineers**  
**Requires Review: Every 3 years**



## **APPENDIX A SCHOOL BOARD POLICY 7.71**

### **SARASOTA COUNTY SCHOOLS AWARENESS SHEET PROFESSIONAL SERVICES SELECTION COMMITTEE**

The Chairperson of the Sarasota County Schools Professional Services Selection Committee shall meet with new members (persons never having served on the Committee) for an orientation session to include at least the following items:

1. An explanation of the purpose of the committee and why they were appointed to serve.
2. An explanation of School Board Policy 7.71.
3. An explanation of the score sheet and scoring procedures utilized by the committee. Each scoring column shall be reviewed in conjunction with the PQS and an explanation of the interview process. The section of the PQS pertaining to pertinent columns shall be identified and the relevance of the information explained. Members shall be encouraged to rely on this information when scoring.
4. An explanation of the routines followed by the committee and the importance of regular attendance and timeliness for scheduled meetings.
5. An explanation that the Committee must make three (3) major discriminations when evaluating interviews.
  - A. The committee may be exposed to sophisticated marketing skills which have little or no relationship to the company's ability to successfully complete the project. Members must discriminate marketing skills from the substance of the presentation.
  - B. The purpose of the presentation is to determine how well the company understands the issues surrounding the project and to get a feel for how the company would approach the solutions. At this point in time, the company will not have received sufficient information to professionally address the project and propose a final solution. The Committee should avoid fixating on details, but instead, should evaluate the company's method in more general terms.
  - C. The Committee may consider any review processes of the company either by end-user, peer review or self-critique which may be included in the submitted application.
6. An explanation that although the selection process is primarily a numerical scoring procedure, the committee is encouraged to enter discussion at any time to identify and clarify pertinent issues for the purpose of consensus building.
7. An explanation of the provisions of the Florida Government in the Sunshine Law.







**APPENDIX D**  
**SCHOOL BOARD POLICY 7.71**

**SARASOTA COUNTY SCHOOLS**  
***MINOR PROJECTS ASSIGNMENT SHEET***  
**PROFESSIONAL SERVICES SELECTION COMMITTEE**

DATE: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_ DEPT.: \_\_\_\_\_

PROJECT \_\_\_\_\_

ESTIMATED COST/FEE \_\_\_\_\_

SCOPE OF WORK \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In accordance with School Board Policy 7.71, the Committee recommends that the project be assigned for completion to:

COMPANY

Signature of Committee Members

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





**SARASOTA**  
County Schools

**APPENDIX E**  
**SARASOTA COUNTY SCHOOLS**  
**PROFESSIONAL QUALIFICATIONS SUPPLEMENT**  
**ARCHITECTS / CONSULTANTS / ENGINEERS**  
**PROFESSIONAL SERVICES SELECTION COMMITTEE**

Effective: (7/19/16)

**PURPOSE:** The Professional Qualifications Supplement (PQS) is designed to provide information regarding the qualifications of interested companies to provide professional services in accordance with the requirements of Florida Statutes, Consultants' Competitive Negotiation Act.  
**INSTRUCTIONS:** Please complete this form as per the instructions cited at the beginning of each specific section. This completed PQS form and other required information is to be submitted as per the Application Requirements for this specific Request for Qualifications (RFQ).

**1. PROJECT INFORMATION**

Enter the project name as it appears in the public announcement for professional service. Include project number when such occurs in the advertisement.

PROJECT NAME \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

**2. APPLICANT IDENTIFICATION**

Enter the legal name of the Applicant, the address, telephone number and the other requested information. If applying company has multiple office locations, the Applicant is considered to be only the office where the work is to be completed. Consider only the specific office listed in response to this question as the Applicant when completing all other areas of the PQS.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

COUNTY \_\_\_\_\_

STATE \_\_\_\_\_

WHAT MONTH/YEAR DID THIS OFFICE OPEN? \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_

FACSIMILE ( ) \_\_\_\_\_

NOTE: In order to qualify for location rating points, applicant must have maintained a production office at the city of applying office for at least one (1) year prior to the date of this application.

**3. MINORITY COMPANY**

Sarasota County Schools encourages the use of minority business enterprises in its construction program. If the applicant company is a minority business enterprise (MBE), in accordance with Florida Statute, please complete this section

NOTE: Include proof of minority status, in accordance with Florida Statute  
Is the Applicant a minority in accordance with Florida Statute? Yes \_\_\_\_\_ No \_\_\_\_\_  
(language relocated to instructional paragraph)

#### 4. LIST OF PROJECTS

List all current projects [in chronological order] your company is designing.

PROJECTS	EXPERIENCE PROFILE	SCHEDULED COMPLETION DATE	LOCATION	PROJECTED CONSTRUCTION COST

**NOTE:** Experience Profile Code: After each project, show whether company was "P" prime professional, "C" consultant or "JV" part of a joint venture. If none of the previous, and if applicable, the PRINCIPALS of the applicant company may use the letters "IE" to indicate individual experience. If a PRINCIPAL of the applicant company was a principal in a previous partnership and had a role in the project, "PP" may be used.

**5. RELATED EXPERIENCE**

List [in chronological order] five (5) related projects completed by your company within the last ten (10) years of comparable type, size and complexity.

PROJECTS	EXPERIENCE PROFILE	COMPLETION DATE	LOCATION	CONSTRUCTION COST

**NOTE:** Experience Profile Code: After each project, show whether company was "P" prime professional, "C" consultant or "JV" part of a joint venture. If none of the previous, and if applicable, the PRINCIPALS of the applicant company may use the letters "IE" to indicate individual experience. If a PRINCIPAL of the applicant company was a principal in a previous partnership and had a role in the project, "PP" may be used.

**6. TIMELINES AND BUDGETS**

A. Provide requested information for each project listed in # 5.

PROJECT NAME	CONTRACT DATE	DATE OF SUBSTANTIAL COMPLETION		ORIGINAL CONSTRUCTION BUDGET	FINAL CONSTRUCTION COSTS	NAME & TELEPHONE NO. OF OWNER OR OWNER'S DESIGNATED REPRESENTATIVE
		CONTRACTED DATE	ACTUAL DATE			

**6. TIMELINES AND BUDGETS (continued)**

*B. Describe the process (in narrative form) used by your company to ensure control of the project costs and schedule for the projects listed in #5A.*

**PROJECT NAME**

**NARRATIVE**





**SARASOTA**  
County Schools

APPENDIX F  
SARASOTA COUNTY SCHOOLS

**PROFESSIONAL QUALIFICATIONS SUPPLEMENT  
CONSTRUCTION MANAGERS  
PROFESSIONAL SERVICES SELECTION COMMITTEE**

Effective: (7/19/16)

**PURPOSE:** The Professional Qualifications Supplement (PQS) is designed to provide information regarding the qualifications of interested companies to provide professional services in accordance with the requirements of Florida Statutes, Consultants' Competitive Negotiation Act.

**INSTRUCTIONS:** Please complete this form as per the instructions cited at the beginning of each specific section. This completed PQS form and other required information is to be submitted as per the Application Requirements for this specific Request for Qualifications (RFQ).

**1. PROJECT INFORMATION**

Enter the project name as it appears in the public announcement for professional service. Include project number when such occurs in the advertisement.

PROJECT NAME \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

**2. APPLICANT IDENTIFICATION**

Enter the legal name of the Applicant, the address, telephone number and the other requested information. If applying company has multiple office locations, the Applicant is considered to be only the office where the work is to be completed. Consider only the specific office listed in response to this question as the Applicant when completing all other areas of the PQS.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

WHAT MONTH/YEAR DID THIS OFFICE OPEN? \_\_\_\_\_

TELEPHONE ( ) \_\_\_\_\_ FACSIMILE ( ) \_\_\_\_\_

NOTE: In order to qualify for location rating points, applicant must have maintained a production office at the city of applying office for at least one (1) year prior to the date of this application.

**3. MINORITY COMPANY**

Sarasota County Schools encourages the use of minority business enterprises in its construction program. If the applicant company is a minority business enterprise (MBE), in accordance with Florida Statute, please complete this section.

NOTE: Include proof of minority status, in accordance with Florida Statute

Is the Applicant a minority in accordance with Florida Statute? Yes \_\_\_\_\_ No \_\_\_\_\_

#### 4. LIST OF PROJECTS

List all current projects [in chronological order] your company is building.

PROJECTS	EXPERIENCE PROFILE	SCHEDULED COMPLETION DATE	LOCATION	PROJECTED CONSTRUCTION COST

**NOTE:** Experience Profile Code: After each project, show whether company was "P" prime professional, "C" consultant or "JV" part of a joint venture. If none of the previous, and if applicable, the PRINCIPALS of the applicant company may use the letters "IE" to indicate individual experience. If a PRINCIPAL of the applicant company was a principal in a previous partnership and had a role in the project, "PP" may be used.



**5. RELATED EXPERIENCE**

List [in chronological order] five (5) related projects completed by your company within the last ten (10) years of comparable type, size and complexity.

PROJECTS	EXPERIENCE PROFILE	COMPLETION DATE	LOCATION	CONSTRUCTION COST

**NOTE:** Experience Profile Code: After each project, show whether company was "P" prime professional, "C" consultant or "JV" part of a joint venture. If none of the previous, and if applicable, the PRINCIPALS of the applicant company may use the letters "IE" to indicate individual experience. If a PRINCIPAL of the applicant company was a principal in a previous partnership and had a role in the project, "PP" may be used.

**6. TIMELINES AND BUDGETS**

A. Provide requested information for each project listed in # 5.

PROJECT NAME	CONTRACT DATE	DATE OF SUBSTANTIAL COMPLETION		ORIGINAL CONSTRUCTION BUDGET	FINAL CONSTRUCTION COSTS	NAME & TELEPHONE NO. OF OWNER OR OWNER'S DESIGNATED REPRESENTATIVE
		CONTRACTED DATE	ACTUAL DATE			

**6. TIMELINES AND BUDGETS (continued)**

*B. Describe the process (in narrative form) used by your company to ensure control of the project costs and schedule for the projects listed in #6A.*

**PROJECT NAME**

**NARRATIVE**





**APPENDIX G**  
**SCHOOL BOARD POLICY 7.71**

**SARASOTA COUNTY SCHOOLS**  
**LOCATION RATING TABLE**  
**PROFESSIONAL SERVICES SELECTION COMMITTEE**

<u>Location by County</u>	<u>Rating</u>
Sarasota, Manatee, Charlotte, DeSoto.....	5
Pinellas, Lee, Hillsborough, Hardee.....	4
All other Florida counties.....	3
Out of State.....	1



**SARASOTA**  
County Schools

**APPENDIX H**  
**SCHOOL BOARD POLICY 7.71**

**SARASOTA COUNTY SCHOOLS**  
**PROJECT ASSIGNMENT SHEET**  
**PROFESSIONAL SERVICES SELECTION COMMITTEE**

DATE \_\_\_\_\_ PROJECT NO. \_\_\_\_\_ DEPT. \_\_\_\_\_

PROJECT \_\_\_\_\_

The Professional Services Selection Committee, in accordance with School Board Policy 7.71, has selected the top three (3) companies and ranked them as indicated below:

FIRST CHOICE \_\_\_\_\_

SECOND CHOICE \_\_\_\_\_

THIRD CHOICE \_\_\_\_\_

Signature of Committee Members

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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3

**NON-EXCLUSIVE TWO YEAR CONTINUING CONTRACT BETWEEN OWNER AND  
DESIGN / BUILDER FOR ASSIGNED DESIGN/CONSTRUCTION PROJECTS**

This contract is made as of the \_\_\_\_\_ ( ) day of \_\_\_\_\_ in year Two Thousand \_\_\_\_\_  
*(Board Approval Date)*

Between the Owner **Sarasota County Schools**  
1960 Landings Boulevard  
Sarasota, FL 34231

and the Design/Builder (DB) \_\_\_\_\_  
\_\_\_\_\_, FL

The Architect is \_\_\_\_\_  
\_\_\_\_\_, FL

The Owner and Design / Builder agree as follows:

**RECITALS**

WHEREAS, the Owner desires to contract with \_\_\_\_\_ ( ) Design-Build Firms on a non-exclusive continuing contract basis for the providing of design-build services for Owner-assigned minor design/construction projects where the construction costs for each such assigned design/construction project (hereinafter referred to as a "subproject") do not exceed \$1 million, or for study activity when the fee for such professional services does not exceed \$100,000.00:

WHEREAS, the Owner is authorized under Florida law to enter into such continuing contracts and has chosen, pursuant to Florida Statute 287.055(9)(c), to use a qualifications based selection process in accordance with Florida Statute 287.055(3),(4) and (5) and School Board Policy 7.71, to select the design-build entities which will be contractually available to provide the necessary professional services;

WHEREAS, the DB was one (1) of the entities chosen by the Sarasota County School Board Professional Services Selection Committee and the Owner and DB desire to enter into this Contract to memorialize the terms under which DB will be available to provide design-build services on Owner-assigned subprojects during the term of this Contract;

WHEREAS, DB acknowledges that other design/build entities have also been selected to provide design-build services on Owner-assigned subprojects and that the Owner has the absolute discretion to designate which subprojects will be assigned to a particular design-build entity;

In consideration of the mutual covenants contained herein, the Owner and Design/Builder agree as follows:



**ARTICLE 1**  
**TERM OF AGREEMENT AND RIGHT TO TERMINATE**

**1.1** Subject to the Owner's right of termination contained in paragraph 1.2, this Contract is valid for a period of two (2) years beginning \_\_\_\_\_ and ending \_\_\_\_\_. This Contract shall terminate and expire at the end of such two-year period. **This Contract, at the Owner's discretion, is renewable for an additional one-year period at mutually agreed rates and conditions.**

**1.2** In accordance with Florida Statute 287.055(1) (g), this Contract may be terminated by the Owner, with or without cause, at any time, by Owner providing the DB with thirty (30) days' notice of such termination in writing. Termination of this Contract by the Owner shall not terminate any contractual agreement Owner and DB may have with respect to a particular subproject or study activity which had previously been assigned to DB unless the notice of termination so provides.

**1.3** This Contract represents the entire agreement between the Owner and the DB as to the scope of services contemplated by this Contract and supersedes all prior negotiations, representations or agreements. However, upon the Owner's election to accept the DB's proposal for an assigned subproject pursuant to Article 2, Owner and DB will enter into a subsequent contract, which will supersede this contract as to that particular subproject. If the Owner elects to reject the DB's proposal for any particular subproject or study activity, the Owner may, at its sole discretion, assign the subproject or study activity to another design-build firm who has similarly contracted with the Owner pursuant to a non-exclusive continuing contract, or place the subproject for either competitive bidding pursuant to Florida Statute 287.057 or competitive selection pursuant to Florida Statute 287.055, 1013.45 and School Board Policy 7.71, as may be determined by Owner.

**1.4** DB acknowledges and understands that as part of its services under this Contract, it may be required to have access to property owned by the Owner, which property may at various times during its services be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the DB agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract;

**1.4.1 Unauthorized Aliens.** Owner considers the employment of unauthorized aliens by the DB, or any of its subcontractors, a violation of Section 274A (e) of the Immigration and Naturalization Act. If it is determined that an unauthorized alien is working on the property, the DB shall take all steps necessary to remove such unauthorized alien from the property. Owner shall have the right to terminate this Contract if the DB does not comply with this provision.

**1.4.2 Possession of Firearms.** Possession of firearms will not be tolerated on any subproject or the Owner's property. No person who has a firearm in their vehicle may park their vehicle on the Owner's property. Furthermore, no person may possess or bring a firearm on School District property. If any employee/independent contractor of the DB, or any of its sub-contractors, is found to have brought a firearm on to the Owner's property, said employee/independent contractor shall be removed and terminated from the property by the DB. If a sub-contractor fails to terminate said employee-independent contractor, the DB shall terminate its agreement with the sub-contractor. If the DB fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee-independent contractor, this Contract may be terminated by the Owner. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

**1.4.3 Criminal Acts.** Employment for any services by DB, or of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the Owner's property, the DB agrees to take all steps necessary to remove such person from the property. Owner shall have the right to terminate this Contract if the DB does not comply with this provision.

**1.4.4 Sexual Predators/Sexual Offenders.** In order to ensure that no sexual predators or sexual offenders are working on the Owner's property, DB shall perform a query of all its employees/independent contractors working on Owner's property, and require all of its sub-contractors to perform a query of their employees/independent contractors working on the Owner's property, against the Florida Department of Law Enforcement Sexual Predator/Offender Registry ([www.fdle.state.fl.us](http://www.fdle.state.fl.us)). Any person who is on the Sexual Predator/Offender Registry shall not be allowed on the Owner's property, and DB shall immediately remove such person from the property. DB shall, upon request by the Owner, provide evidence that such queries have been done on all personnel working on the Owner's property. Owner shall have the right to terminate this Contract if the DB of any sub-contractor, does not comply with this provision.

**1.4.5 Possession/Use/Under the Influence of Mind Altering Substances.** Possession/use and/or being under the influence of any legal or illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by DB's employees/independent contractors or its sub-contractors' employees/independent contractors will not be tolerated on the Owner's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any legal or illegal mind altering substances as described above on the Owner's property. Said employee/independent contractor shall be removed and terminated by the DB. If a sub-contractor fails to terminate said employee/independent contractor, the DB shall terminate its agreement with the sub-contractor. If the DB fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the Contract may be terminated by the Owner.

**1.4.6 Background Screening Requirements.** DB agrees that before any of its employees, agents or sub-consultants will be permitted on school grounds while students are present, such employees, agents or sub-consultants will be fingerprinted and have their backgrounds checked as provided by Florida law. DB's employees, agents and sub-consultants will coordinate with the Owner to arrange a mutually convenient time for the Owner to conduct the fingerprinting. DB agrees to bear the cost of the fingerprinting/background checks. The Owner has the right to refuse entry onto any school grounds to any individual whose background check does not meet the requirements established by the Owner pursuant to Florida law.

## **ARTICLE 2** **DESIGN / BUILDER'S SERVICES**

**2.1** The DB's services under this Contract are limited to either service for study activity or for providing proposals for design/preconstruction and construction services for assigned subprojects.

**2.1.1. Study Activity Services:** The Owner may assign to the DB projects which consist of preparing study, feasibility, and/or estimates for minor or major projects, which may or may not include construction activities. Prior to beginning any such assignment, DB agrees to provide Owner with a detailed proposal for such work and shall not begin such work until Owner approves the proposal and Owner and DB enter into a contract for such work.

**2.1.2 Design/Preconstruction and Construction Services for Assigned Subprojects:** No later than thirty (30) days after receiving notice of assignment of a particular design/build subproject by the Owner, the DB shall provide to the Owner a detailed proposal for all design/preconstruction and/or construction work required for the particular subproject.

.1 Within thirty (30) days of the Owner's receipt of the DB's detailed proposal, the Owner will have the option, in its sole discretion, to either reject or accept the DB's proposal. In evaluating the DB's proposal, the Owner may consider all factors and terms of the proposal, and is not limited solely to considering the amount of the proposal.

.2 If the DB's proposal is accepted by the Owner, a contract will be executed relating to the particular subproject and the relationship between Owner and DB as to that particular subproject shall thenceforth be governed by the terms of that contract.

.3 If the DB's proposal is rejected by the Owner within the time period referenced in Article 2.1.2.1, the Owner and DB agree that the DB will be given an opportunity within fourteen (14) days after the Owner's rejection, to meet with the Owner's representative to discuss the basis of the rejection of the proposal and to revise the proposal to obtain the Owner's approval. However, nothing contained in this Contract shall require the Owner to accept any of the DB's proposals. Further, the DB agrees that the Owner has the unrestricted discretion to reject the DB's proposals if, based on the Owner's opinion and judgment, the rejection of the proposals is in the Owner's best interest.

.4 The Owner's failure to specifically notify the DB of the Owner's decision not to accept the DB's proposal shall not be construed as the Owner's implicit acceptance of the proposal. Rather, in order for the DB's proposal to be accepted, the Owner must so specify such acceptance, in writing. The Owner's failure to so notify the DB of the acceptance within said time period shall constitute a rejection of the DB's proposals.

.5 DB agrees, notwithstanding any other provisions to the contrary, that should the Owner reject the DB's proposal, the Owner has the discretion, but not the obligation, to assign the subproject to another design-build firm who has similarly contracted with the Owner pursuant to a non-exclusive continuing contract, or to place out the particular subproject for either competitive bidding pursuant to Florida Statute 287.057 or competitive selection pursuant to Florida Statute 287.055, 1013.45 and School Board Policy 7.71, as may be determined by Owner. Owner agrees that if competitive bidding or selection occurs, nothing in this Contract restricts the DB from bidding on the subproject along with all other qualified bidders.

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

**3.1** The Owner shall designate a representative to act in its behalf as to each subproject assigned in accordance with this Contract. This representative, or his/her designee, will monitor the progress of the Work, serve as liaison with the DB, receive and process communications and paperwork, and represent the Owner in the day-to-day conduct of the subproject. The DB will be notified in writing of the representative and of his/her designee or any changes thereto.

**3.2** The Owner shall provide the DB with a proposed budget for each subproject that may be mutually adjusted throughout the subproject.

**3.3** Notwithstanding anything herein to the contrary, the Owner shall make all final decisions regarding matters relating to each subproject or study activity.

**ARTICLE 4**  
**PAYMENTS TO DESIGN / BUILDER**

4.1 Notwithstanding anything herein to the contrary, DB agrees that is shall receive no payment, compensation, or reimbursement for preparing, submitting or seeking Owner approval for any proposal required under the terms of this Contract. DB further agrees that its right to payment, if any, for design/build services for any particular subproject shall be governed by the specific contract for that subproject and that this Contract shall provide no basis or right to such payment.

4.2 Notwithstanding the second sentence of paragraph 4.1 above, DB agrees that its percentage Design/Builder Fee for design/build services for all individual contracts to be entered into for Owner assigned individual subprojects shall be controlled and determined by the following schedule which shall be dependent on the Cost of Work for each individual subproject:

<b>Cost of Work</b>	<b>D/B Fee</b>
\$0 - \$50,000	_____ %
\$50,001 - \$150,000	_____ %
\$150,001 - \$350,000	_____ %
\$350,001 - \$999,999	_____ %

**ARTICLE 5**  
**DISPUTE RESOLUTION**

5.1 This Contract shall be governed by the laws of the State of Florida. Sole and exclusive jurisdiction of any action brought under or arising from this Contract shall be in the Twelfth Judicial Circuit or County Court in and for Sarasota County, Florida. All claims, disputes and other matters in question between the DB and the Owner arising out of or relating to this Contract shall be resolved by mediation or litigation.

5.2 Unless a delay in initiating or prosecuting a claim, dispute or other matter in question between the DB and the Owner arising out of or relating to this Contract would irrevocably prejudice the Owner or the DB, any such matter which is not resolved by direct discussions between the parties shall be submitted to mediation under the Florida Rules of Civil Procedure or such other rules as the parties may promptly agree to employ, before recourse to litigation. The Owner and DB shall, within ten (10) days of the request of either party for mediation, agree in writing as to the identity of the mediator. If the parties do not agree, the Director of Construction Services for the Owner shall designate a mediator from the list of approved mediators for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

5.3 The parties agree to conduct and conclude mediation proceedings under this Article within thirty (30) days form the initiation of same by request of one of the parties. In the event that such proceedings have not been successfully concluded with such period, either party shall have the right to initiate further dispute resolution proceedings including litigation.

5.4 Provided the parties comply with the requirement of this Contract for providing notice of the existence of a claim or dispute, no delay in disposing of such claim or dispute while the parties pursue resolution as provided in this Article shall prejudice the rights of either party; however, nothing contained in this Article shall be deemed to relax any requirement for the giving of notice between the parties.

**ARTICLE 6**  
**MISCELLANEOUS PROVISIONS**

**6.1** DB agrees to indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the DB or other persons employed or utilized by the DB in the performance of this Contract.

**6.2** The Owner and DB respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the Owner nor the DB shall assign this Agreement without the written consent of the other.

**6.3** The DB warrants that it has not employed or retained any company or person (other than a bone fide employee working solely for the DB) to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation individual or firm (other than a bona fide employee working solely for the DB) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**6.4** As required by Section 287.058, Florida Statutes, this Contract may be unilaterally canceled by the Owner for refusal by the DB to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and made or received by the DB in conjunctions with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

**SARASOTA COUNTY SCHOOLS**

**(NAME OF DESIGN/BUILDER COMPANY)**

BY: \_\_\_\_\_  
(Print name) \_\_\_\_\_, Board Chair

BY: \_\_\_\_\_  
(Print name) \_\_\_\_\_

Its \_\_\_\_\_  
(Title)

Approved for Legal Content: 4/20/2015 MG  
Matthews, Eastmoore, Hardy, Crauwels & Garcia  
Attorneys for Sarasota County Schools  
Signed: MG

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**Contract Between Owner and Design / Builder  
For Design and Construction Services  
Where the Basis of Payment is  
Cost of the Work Plus a Fee**

This contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two-Thousand \_\_\_\_\_  
{Commencement Date}

between the Owner **Sarasota County Schools**  
1960 Landings Boulevard  
Sarasota, FL 34231

and the Design/Builder (DB) \_\_\_\_\_  
Sarasota, FL \_\_\_\_\_

The Project is {name of campus} \_\_\_\_\_  
{name of project} \_\_\_\_\_  
Sarasota, FL \_\_\_\_\_

Project Description Summary: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Owner and Design/Builder agree as follows.

**RECITALS**

WHEREAS, the Owner and DB entered into a Non-exclusive Two Year Continuing Contract Between Owner and Design / Builder for Assigned Design / Construction Projects dated 5/16/2017 (Item #35) which authorizes the Owner to assign subprojects to the DB; and

WHEREAS, the Owner has previously assigned to the DB, as a subproject, the scope of Work contemplated in this Contract; and

WHEREAS, the Owner and DB have negotiated a Guaranteed Maximum Price (GMP) for the DB to provide all labor, material, equipment, and services necessary to complete the Work included in this Contract; and

WHEREAS, the Owner's engagement of the DB is based upon the DB's representations to the Owner that it; (i) is experienced in providing design and construction management services for projects of similar size and complexity to the Project; (ii) is authorized and licensed to perform the type of labor and services for which it is being engaged in the locality in which the Project is located; (iii) is qualified, willing and able to perform design and construction management services for the Project; and (iv) has the expertise and ability to provide design and construction management services which will meet the Owner's objectives and requirements and which will comply with the requirements of all governmental, public and quasi-public authorities and agencies having or asserting jurisdiction over the Project.

## **ARTICLE 1**

### **THE CONTRACT DOCUMENTS**

**1.1** The Contract Documents consist of this Contract, the Exhibits, the Construction Documents and Modifications issued after execution of this Contract. These listed form the Contract and are all as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents is inconsistent with this Contract, this Contract shall govern.

**1.2** The Contract Documents include:

**1.2.1** This Contract,

**1.2.2** Exhibit "A"- "Design/Builder Supplemental Conditions",

**1.2.3** Exhibit "B"- "Enumeration of the Construction Documents", dated \_\_\_\_\_,

**1.2.4** Exhibit "C"- "Guaranteed Maximum Price", dated \_\_\_\_\_,

**1.2.5** Exhibit "D"- "Guaranteed Maximum Price Qualifications", dated \_\_\_\_\_,

**1.2.6** Exhibit "E"- "Design and Construction Schedule", dated \_\_\_\_\_,

**1.2.7** Exhibit "F"- "Project Personnel, Subcontractor, & Supplier List", dated \_\_\_\_\_, and

**1.2.8** Modifications approved by both parties after the date of this contract.

## **ARTICLE 2**

### **THE WORK OF THIS CONTRACT**

#### **2.1 DESIGN SERVICES**

**2.1.1** The DB's design services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The DB has prepared the attached Exhibit "E", "Design and Construction Schedule" which includes a minimum of two weeks for review by the Owner after each submission by the DB. Time



limits established by this schedule shall not, except for reasonable cause, be exceeded by the DB.

**2.1.2** The DB shall comply with the Florida Building Code, the Construction Procedures Guidelines as promulgated by the Construction Services Department which are accessible at <http://www.sarasota.k12.fl.us/construction>, and any Owner issued Project Educational Specifications.

**2.1.3** The DB shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

**2.1.4** The DB shall advise the Owner of any need for securing any tests, analysis, studies, reports, or consultants' services in connection with the design of the Project.

**2.1.5** Based on the "Design and Construction Schedule", Exhibit "E", the DB shall prepare, for approval by the Owner, Schematic, Design Development, and/or Construction Documents.

**2.1.6** Schematic Documents shall consist of drawings and other documents illustrating the scale and relationship of Project components.

**2.1.7** Design Development Documents shall consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

**2.1.8** Construction Documents shall consist of Drawings and Specifications setting forth, in detail, the requirements for the construction of the Project. The DB shall furnish layouts, to scale, of all rooms or areas in which equipment, built-in or fixed furnishings, machinery, switchgear and food services equipment is located, showing all pertinent dimensions, services to and from and their characteristics. Layouts shall be part of the Construction Documents.

**2.1.9** Upon submission to the Owner of each scheduled deliverable, conferences will be arranged by Construction Services Staff to review and discuss the submissions. Modifications, deletions, or additions reasonably requested by Construction Services Staff shall be incorporated into revised documents and resubmitted to Construction Services Staff, provided such changes are consistent with previously approved submissions.

**2.1.10** Minimum Flood Criteria: All structures located within flood boundaries as shown on Flood Insurance Rate Maps published by the Federal Emergency Management Agency shall be designed to comply with any and all applicable ordinances, regulations and rules.

**2.1.11** The DB shall be responsible for showing the extension and connection of new work to existing sanitary sewers, manholes, septic tanks, water mains and all other utilities and appurtenances. The Owner will furnish to the DB the latest site deed description and any surveys available.

**2.1.12** The DB understands and acknowledges that the Owner has established a construction budget for the project. The DB agrees to design the project so that the cost of construction shall not exceed the construction budget. The DB shall review the budget at each stage of preparation of drawings and if the DB's proposed GMP is in excess of the budget:

**2.1.12.1** The Owner may instruct the DB to modify the drawings as required to meet the approved budget figure; or

**2.1.12.2** The Owner may revise the budget and authorize the DB to proceed based upon the DB's estimate.

## **2.2 PRECONSTRUCTION SERVICES**

**2.2.1** Based on the "Design and Construction Schedule", Exhibit "E", the DB shall prepare, for approval by the Owner, pre-construction deliverables. Any reports shall include a complete discussion and summary for the services provided in accordance with subparagraphs 2.2.2 through 2.2.9 herein below.

**2.2.2** The DB shall review designs during their development. Advise on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery. Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economics.

**2.2.3** The DB shall update, for the Owner's review and approval, the "Design and Construction Schedule" that coordinates and integrates the DB's services and the Owner's responsibilities.

**2.2.4** The DB shall prepare, for the Owner's approval, a detailed estimate of construction costs developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the DB. Update and refine this estimate periodically as the DB prepares Construction Documents. Notify the Owner if it appears that the construction cost may exceed the Project budget. Make recommendations for corrective action.

**2.2.5** The DB shall coordinate Contract Documents by consulting with the Owner regarding Drawings and Specifications as they are being prepared, and recommending alternative solutions whenever design details affect construction feasibility, cost, or schedules.

**2.2.5.1** Advise on the separation of the Project into contracts for various categories of Work. If separate contracts are to be awarded by the Owner, review the Drawings and Specifications and make recommendations as required to provide that [1] the Work of the separate contractors is coordinated with that of the Trade Contractors, [2] all requirements for the Project have been assigned to the appropriate separate contract, [3] the likelihood of jurisdictional disputes has been minimized, and [4] proper coordination has been provided for phased construction.

**2.2.5.2** Develop a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Subcontractor. Provide the Project Construction Schedule for each set of bidding documents. Develop a plan for the phasing of construction.

**2.2.5.3** Establish a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents. Expedite and coordinate delivery of these purchases.

**2.2.6** The DB shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. Develop bidding packages designed to minimize adverse effects of labor shortages.

**2.2.7** The DB shall make recommendations for pre-qualification criteria for subcontractor bidders and develop subcontractor bidders' interest in the Project. Establish bidding schedules.

**2.2.8** The DB shall schedule and conduct monthly meetings for the Project Team, and prepare and distribute minutes.

**2.2.9** The DB shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The DB shall prepare all documents required for the approval of governmental authorities.

## **2.3 BIDDING SERVICES**

**2.3.1** Based on the "Design and Construction Schedule", Exhibit "E", upon completion of the Construction Documents, the DB shall provide to the Owner a final GMP proposal for all construction work contemplated by the Construction Documents. The DB's proposal will be based on bids solicited by the DB from as many subcontractors as required by the Owner's procurement policy.

**2.3.2** Within fifteen (15) days of the Owner's receipt of the DB's proposal, the Owner will have the option, in its sole discretion, to either reject or accept the DB's proposal. If the Owner accepts the proposal, a change order will be issued to reflect any change to the "Guaranteed Maximum Price", Exhibit "C", and the Contract GMP.

**2.3.3** If the Owner rejects the proposal, this contract shall be terminated in accordance with Article 24 of the Design / Builder Supplemental Conditions, Exhibit "A".

**2.3.4** The Owner may request from the DB a modified GMP proposal utilizing the DB's suggested, and Owner approved, modifications to the Construction Documents, which are determined to be necessary to reduce the project costs to come within the project budget. All reasonable costs incurred to incorporate the approved modifications into the Construction Documents shall be the responsibility of the DB and DB hereby agrees to pay for all such costs.

**2.3.5** Nothing contained in this Contract shall require the Owner to accept any of the DB's proposals. Further, the DB agrees that the Owner has the unrestricted discretion to reject the DB's proposals if, based on the Owner's opinion and judgment, the rejection of the proposals is in the Owner's best interest.

**2.3.6** The Owner's failure to specifically notify the DB of the Owner's decision not to accept the DB's proposal shall not be construed as the Owner's implicit acceptance of the proposal. Rather, in order for the DB's proposal to be accepted, the Owner must so specify such acceptance in writing.

**2.3.7** Whether the Owner accepts or rejects any modified proposals, the Owner is not responsible for payment of any costs incurred by the DB in preparing revisions to the proposal or the modified proposal.

**2.3.8** The DB agrees, notwithstanding any other provisions to the contrary, that should the Owner reject the DB's proposal, or modified proposal, the Owner has the discretion, but not the obligation, to procure construction management services for the Project through competitive bidding pursuant to Florida Statute 287.057, or competitive selection/negotiation pursuant to Florida Statute 287.055 and 1013.45(1)(c), using the documents generated and created during the pre-construction phase. The Owner agrees that if competitive bidding occurs, nothing in this Contract restricts the DB from bidding on the construction phase of the Project along with all other qualified bidders.

## **2.4 CONSTRUCTION SERVICES**

**2.4.1** Upon the Owner's acceptance of a GMP proposal from the DB and Owner's approval of a change order reflecting any change to the "Guaranteed Maximum Price", Exhibit "C", and the Contract GMP, the DB shall commence providing and performing construction services in accordance with the Contract Documents.

### **ARTICLE 3 USE OF DESIGN / BUILDER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

**3.1** Original Drawings and Specifications are the property of the DB; however, the Project is the property of the Owner, and the DB may not use the drawings and specifications therefor for any purpose not relating to the Project without the Owner's consent. Upon completion of the Work or any earlier termination of this Contract, the DB will revise Drawings to reflect changes made during construction and he will promptly furnish the Owner with a complete set of drawings. All such reproductions shall be the property of the Owner who may use them without the DB's permission for any proper purpose relating to the Project, including, but not limited to, additions to or completion of the Project. Should the Owner or any other person, firm or legal entity use, reuse or modify the DB's Drawings, Specifications or other documents prepared under this Contract for other than the Owner's use and occupancy of this Project, the Owner, to the full extent permitted by law, agrees to indemnify, defend, protect and hold the DB harmless from and against any and all claims, suits, costs and expenses accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons arising out of such unauthorized use, reuse or modification of the DB's Drawings, Specifications and other documents, except where the DB is found to be solely liable for such damages or losses by a court of competent jurisdiction.

3.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not be construed as publication in derogation of the DB's reserved rights.

**ARTICLE 4**  
**RELATIONSHIP OF THE PARTIES**

4.1 The DB accepts the relationship of trust and confidence established by this Contract and covenants with the Owner to cooperate with the Owner and exercise the DB's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The DB shall, in consultation with the Owner and the subcontractors, endeavor to develop, implement and maintain a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties. The Owner agrees to furnish or approve, in a timely manner, information required by the DB and to make payments to the DB in accordance with the requirements of the Contract Documents.

4.2 The DB has prepared Exhibit "F" to this contract which lists the name, title, and hourly rate of the DB's primary employees, and all subcontractors and suppliers listed by company name and trade category, who will work on the Project. This Exhibit "F" shall be revised by an amendment to the Contract upon completion of bidding of the Owner approved Construction Documents. The DB shall promptly inform the Owner, in writing, of any proposed changes, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement and the DB shall not make any changes without prior written approval of the Owner.

4.3 **Quality Control.** The DB shall develop and maintain a program, acceptable to the Owner to assure quality control of the design and construction. The DB shall supervise the work of all Subcontractors and provide instructions to each when their work does not conform to the requirements of the plans and specifications and the DB shall continue to exert influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. The Owner shall be the final judge of performance and acceptability.

**ARTICLE 5**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

5.1 The date of commencement of the Work shall be the date of this Contract.

5.2 The Contract Time shall be measured from the date of commencement.

5.3 It is the intention of both parties that the DB shall achieve Substantial Completion of the entire Work not later than, \_\_\_\_\_, 20 subject to adjustments of this Contract Time in accordance with this contract.

5.4 **Liquidated Damages.** The DB understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. The DB agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, the DB shall pay to the Owner \$ \_\_\_\_\_



as liquidated damages, and not as a penalty, for each calendar day that Substantial Completion extends beyond the Scheduled Substantial Completion Date. The liquidated damages provided herein are hereby agreed to as a reasonable pre-estimate of the damages the Owner would incur as a result of delayed completion of the Project and shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving Substantial Completion. In addition, the DB understands that if Final Completion is not achieved within thirty (30) calendar days of Substantial Completion, the Owner will suffer damages which are difficult to determine and accurately specify. The DB agrees that if Final Completion is not achieved within thirty (30) calendar days after the date certified as Substantial Completion, the DB shall pay to the Owner \$\_\_\_\_\_ as liquidated damages, and not as a penalty, for each calendar day that Final Completion extends more than thirty (30) calendar days past Substantial Completion.

**ARTICLE 6  
CONTRACT SUM**

**6.1** The Owner shall pay the DB the Contract Sum in current funds for the DB's performance of the Contract. The Contract Sum is the actual Cost of the Work as defined in Article 8 plus the DB's Fee. The GMP and the GMP Qualifications are attached as Exhibits "C" and "D" and shall be used to monitor actual costs.

**6.2 Design/Builder Fee**

**6.2.1** The DB's Fee is \_\_\_\_\_ percent (    %) of the Cost of the Work.

**6.2.2** The DB's Fee for Change Orders shall be determined as follows:

**6.2.2.1** Change Orders that impact the scope of the Work, and either increase or decrease the Guaranteed Maximum Price, shall include an increase or a decrease adjustment to the DB's Fee based on the same percentage used in the original Fee calculation.

**6.2.2.2** Deductive Change Orders that are issued for Direct Material Purchase by the Owner shall include no adjustment in the DB's Fee.

**6.3 Guaranteed Maximum Price (GMP)**

**6.3.1** The sum of the Cost of the Work and the DB's Fee is guaranteed by the DB not to exceed \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents: \$\_\_\_\_\_, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the DB without reimbursement by the Owner.

**6.3.2** Within the GMP, the Cost of General Conditions, and defined in Article 8.8, is guaranteed by the DB not to exceed \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents: \$\_\_\_\_\_, subject to additions and deductions by Change Order as provided in the

Contract Documents. Such maximum sum is referred to in the Contract Documents as the General Conditions Maximum Price (GCMP). Costs which would cause the GCMP to be exceeded shall be paid by the DB without reimbursement by the Owner.

**6.3.3** A list of all Construction Documents that the GMP is based upon to be included in Exhibit B. The CM understands that these documents complement each other and it is their responsibility to review all disciplines for discrepancies and that the CM and their subcontractors will be liable for omissions as a result of these discrepancies and, at the discretion of the Owner's Representative, may not be compensated for them if not brought to the Owner/Design Professional's attention prior to the acceptance of the GMP.

**6.4** During the progress of the Project, the CM shall review with the Owner on a mutually agreeable regular basis any changes regarding the anticipated total Contract Sum. These regular reviews shall compare the GMP with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes.

## **ARTICLE 7** **SCHEDULE AND MODIFICATIONS**

**7.1** The DB has prepared Exhibit "E" to this contract which includes the Design and Construction Schedule. The DB shall review the Design and Construction Schedule with the Owner on a mutually agreeable regular basis and shall modify the schedule to reflect actual performance and changes in expected timing of the balance of the work. The review and approval of the Owner of any changes to the schedule does not constitute an approval of any change to the Contract Time or Substantial Completion Date.

**7.2 Modifications.** A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a Supplemental Instruction.

**7.3 Change Orders.** A Change Order is a modification of the scope of the Work that may include an adjustment to the Contract Time and/or the GMP and/or the GCMP and must be signed by both parties.

**7.4 Supplemental Instructions.** A Supplemental Instruction is a minor change or clarification in the scope of the Work, signed by the DB and the Owner, that does not affect the Contract Time, GMP, nor GCMP.

## **ARTICLE 8** **GENERAL CONDITIONS COSTS TO BE REIMBURSED**

**8.1 Cost of the Work.** The term Cost of the Work shall mean costs necessarily incurred by the DB in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 8.

**8.2 Labor Costs**

**8.2.1** Wages of personnel directly employed by the DB to perform design and pre-construction services for the Project. Wages of construction workers directly employed by the DB to perform the construction of the Work at the site or, with the Owner's approval, at off-site workshop.

**8.2.2** Wages or salaries of the DB's personnel, whether stationed at the site or the DB's office, while performing any work related to the project, including required clerical work, shall be reimbursed at actual cost.

**8.2.3** Wages and salaries of the DB's supervisory or administrative personnel engaged at the DB's office, workshops or on the road, in expediting the purchasing, production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**8.2.4** Costs paid or incurred by the DB for taxes, insurance, contributions, assessments and benefits required by law and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions.

### **8.3 Subcontract Costs**

**8.3.1** Payments made by the DB to Subcontractors in accordance with the requirements of the Project and subcontracts.

### **8.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**8.4.1** Costs including transportation and storage at the site of materials and equipment incorporated, or to be incorporated, in the completed construction.

**8.4.2** Costs of materials described in the preceding Article 8.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the DB. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **8.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**8.5.1** Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools that are provided by the DB at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the DB. Cost for items previously used by the DB shall mean fair market value.

**8.5.2** Rental charges for temporary facilities, machinery, equipment and hand tools that are provided by the DB at the site and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates of DB-owned equipment shall be based on current market rates.

**8.5.3** Costs incurred to provide site safety.

**8.5.4** Costs of removal of legally disposed debris from the site.



**8.5.5** Costs of document reproduction, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office. Costs for superintendent and project manager vehicles and gas, mobile phones, and miscellaneous expenses.

**8.5.6** That portion of the reasonable travel and subsistence expenses of the DB's personnel incurred while traveling in discharge of duties connected with the Work.

**8.5.7** Costs of materials and equipment stored off-site at a mutually acceptable location, if approved in advance by the Owner.

## **8.6 Miscellaneous Costs**

**8.6.1** That portion of insurance and bond premiums that can be directly attributed to this Contract. Premiums shall be net of trade discounts, volume discounts, dividends and other adjustments.

**8.6.2** Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the DB is liable.

**8.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections the DB is required by the Contract Documents to pay.

**8.6.4** Fees of laboratories for tests required by the Contract Documents to be paid by the CM.

**8.6.5** Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the DB resulting from such suits or claims and payments of settlements made with the Owner's consent. Such costs of legal defenses, judgments and settlements shall not be included in the calculation of the DB's Fee.

**8.6.6** Deposits lost for causes other than the DB's negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Contract Documents.

**8.6.7** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the DB and the Owner or between the DB and a subcontractor or supplier, reasonably incurred by the DB in the performance of the Work and with the Owner's prior written approval, which shall not be unreasonably withheld.

**8.6.8** Expenses incurred in accordance with the DB's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the Owner.

**8.6.9** Data processing costs related to the Work. However, these costs shall not include any hardware, software, or CADD costs unless approved by the Owner in writing.

**8.6.10** The cost of obtaining and using all utility services required for the Work.

**8.6.11** The cost of crossing or protecting any public utility, if required, as directed by the Owner.

**8.6.12** All reasonable costs and expenditures necessary for the operation of the site office, such as stationary, supplies, blueprinting, furniture, fixtures, office equipment and field computer services, provided that quantity and rates are subject to Owner's prior written approval.

**8.6.13** The cost of secure off-site storage space or facilities approved in advance by Owner.

**8.7 Other Costs and Emergencies**

**8.7.1** Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

**8.7.2** Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

**8.8 General Conditions Costs.** The following costs shall be defined as General Conditions Costs and shall be included in the Control Estimate as such, shall be invoiced as such, and shall be totaled against the General Conditions Maximum Price (GCMP). The DB shall not be paid for any of these costs that exceed the GCMP.

**8.8.1** All labor costs, as defined in Article 8.2, of the DB's supervisory, technical, administrative and clerical personnel engaged in design, preconstruction services, supervision and management of the Work on or off the Project Site, including all company overhead and expenses.

**8.8.2** Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the DB at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the DB. Cost for items previously used by the DB shall mean fair market value.

**8.8.3** Rental charges for temporary facilities, machinery, equipment and hand tools that are provided by the DB at the site and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates of DB-owned equipment shall be based on current market rates.

**8.8.4** Costs incurred to provide site safety.

**8.8.5** Costs of removal of legally disposed debris from the site.

**8.8.6** Costs of document reproduction, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service and reasonable petty cash expenses of the site office. Costs for superintendent and project manager vehicles and gas, mobile phones, and miscellaneous expenses.

**8.8.7** That portion of the reasonable travel and subsistence expenses of the DB's personnel incurred while traveling in discharge of duties connected with the Work.

**8.8.8** Costs of materials and equipment stored off-site at a mutually acceptable location, if approved in advance by the Owner.

**8.8.9** That portion of insurance and bond premiums that can be directly attributed to this Contract. Premiums shall be net of trade discounts, volume discounts, dividends and other adjustments.

**8.8.10** Sales, use or similar taxes imposed by a governmental authority and paid by the DB, and directly related to the General Conditions.

**8.8.11** Fees and assessments for the building permit and for other permits, licenses and inspections for which the DB is required by the Contract Documents to pay.

**8.8.12** Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work.

**8.8.13** Expenses incurred in accordance with the DB's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the Owner.

**8.8.14** Data processing costs directly related to the Work; however, these costs shall not include any hardware, software, or CADD costs unless approved by the Owner in writing.

**8.8.15** The cost of obtaining and using all utility services required for the Work.

**8.8.16** The cost of crossing or protecting any public utility, if required, and as directed by the Owner.

**8.8.17** All reasonable costs and expenditures necessary for the operation of the site office, such as stationary, supplies, blueprinting, furniture, fixtures, office equipment and field computer services, provided that quantity and rates are subject to Owner's prior written approval.

**8.8.18** The cost of secure off-site storage space or facilities approved in advance by Owner.

## **ARTICLE 9**

### **COSTS NOT TO BE REIMBURSED**

**9.1** The Cost of the Work shall not include:

**9.1.1** Salaries and other compensation of the DB's personnel or consultants not listed in Article 8.2.2, or those listed in Article 8.2.2 when their work is not related to the Project. Personnel bonuses and incentives.

**9.1.2** Expenses of the DB's non-field offices, including operational expenses such as telephone service and long-distance telephone charges, office supplies, and other similar expenses.

**9.1.3** Overhead and general operating expenses, except as may be expressly included in Article 8.

**9.1.4** The DB's capital expenses, including interest on the DB's capital employed for the Work.

**9.1.5** Data-processing costs indirectly related to the Work; including hardware, software, cost accounting software and CAD costs.

**9.1.6** Cost of all non-project specific insurance.

**9.1.7** Any costs or expenses incurred by the DB, not included in the General Conditions Cost, for provision of management services necessary to complete the Project in an expeditious and economical manner consistent with this Contract and the best interests of the Owner.

**9.1.8** Any fees charged by any permitting and/or inspection authority for re-inspection of work required due to failure to pass previous inspections.

**9.1.9** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

## **ARTICLE 10** **DISCOUNTS, REBATES AND REFUNDS**

**10.1** Cash discounts obtained on payments made by the DB shall accrue to the Owner if (1) before making the payment, the DB included them in an Application for Payment and received payment therefrom from the Owner, or (2) the Owner has deposited funds with the DB with which to make payments; otherwise, cash discounts shall accrue to the DB. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the DB shall make provisions so that they can be obtained.

**10.2** Amounts that accrue to the Owner in accordance with the provisions of Paragraph 10.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## **ARTICLE 11** **SUBCONTRACTS AND OTHER AGREEMENTS**

**11.1** Those portions of the Work that the DB does not customarily perform with the DB's own personnel shall be performed under subcontracts or by other appropriate agreements with the DB. The Owner may designate specific persons from whom, or entities from which, the DB shall obtain bids. The DB shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work. The Owner shall then determine, with the advice of the DB, which bids will be accepted. The DB shall not be required to contract with anyone to whom the DB has reasonable objection.

11.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Contract and shall not be awarded on the basis of Cost Plus a Fee without the prior consent of the Owner.

## ARTICLE 12 ACCOUNTING RECORDS

12.1 The DB shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to, and shall be permitted to audit and copy, the DB's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract, and the DB shall preserve these for a period of seven (7) years after final payment.

## ARTICLE 13 PAYMENTS

### 13.1 Progress Payments

13.1.1 Within 20 days after the execution of this contract and before the first Application for Payment, the DB shall submit a detailed Schedule of Values which enumerates a breakdown of contracted and estimated costs to complete the work. This Schedule of Values will be the basis utilized for all Applications for Payment. This Schedule of Values may only be modified with the written approval of the Owner.

13.1.2 Based upon Applications for Payment submitted to the Owner by the DB, the Owner shall make progress payments on account of the Contract Sum to the DB as provided below and elsewhere in the Contract Documents. The Application for Payment shall be formatted to present the costs in the same detail and categories as used in the Schedule of Values.

13.1.3 The period covered by each Application for Payment shall be one (1) calendar month ending on approximately the last day of the month.

13.1.4 Provided that an Application for Payment is received by the Owner not later than the fifth (5<sup>th</sup>) day of a month, the Owner shall make payment to the DB not later than the twentieth (20<sup>th</sup>) day of the month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than fifteen (15) days after the Owner receives the Application for Payment.

13.1.5 With each Application for Payment, the DB shall submit a partial Affidavit of Payment, a detailed list of all expenses, time sheets, invoices, and subcontractor pay applications or other documents required to evidence all costs incurred during the period covered by the Application for Payment.

13.1.6 Applications for Payment shall show the Cost of the Work actually incurred by the DB through the end of the period covered by the Application for Payment and for which the DB has made or intends to make actual payment prior to the next Application for Payment.

**13.1.7** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**13.1.7.1** Begin with the total Cost of the Work, as defined in Article 7, actually incurred by the DB through the end of period covered by the Application for Payment;

**13.1.7.2** subtract from that total Cost of the Work a 10% retainage, excluding however from such computation the General Conditions costs which have been incurred or which are applicable through the end of the period covered by the Application for Payment;

**13.1.7.3** add the proportionate amount of the DB's Fee applicable through the end of the period covered by the Application for Payment; and

**13.1.7.4** subtract the aggregate of all previous payments made by the Owner to the DB.

**13.1.8** When the DB's Subcontracts based on the Schedule of Values individual total completed amount of construction, as reflected on an Application for Payment, exceeds 50% of the adjusted GMP, the retainage in the calculation per paragraph 12.1.6.2 shall be reduced to 5%.

**13.1.9** In taking action on the DB's Applications for Payment; the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the DB and shall not be deemed to represent that the Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 13.1.4 or other supporting data; that the Owner has made exhaustive or continuous on-site inspections; or that the Owner has made examinations to ascertain how or for what purposes the DB has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

## **13.2 Final Payment**

**13.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the DB, within sixty (60) calendar days of the latter of the following:

**13.2.1.1** the DB has fully performed the Contract;

**13.2.1.2** the DB has achieved Final Completion; and

**13.2.1.3** a Final Application for Payment has been submitted to the Owner by the DB.

**13.2.1.4** all Close-out documents have been submitted, reviewed and approved for accuracy by the Owner.

**13.2.2** The Owner may review and report in writing on the DB's final accounting records within thirty (30) days after delivery of the Final Application for Payment to the



Owner by the DB. The DB shall respond within fifteen (15) days to any concerns expressed by the Owner.

**13.2.3** If the Owner determines the Cost of the Work as substantiated by the DB's final accounting records to be less than claimed by the DB, the DB shall be entitled to demand mediation of the disputed amount. Such demand for mediation shall be made by the DB within thirty (30) days after the DB's receipt of the Owner's report. Failure to demand mediation within this 30-day period shall result in the substantiated amount reported by the Owner becoming binding on the DB. Pending a final resolution by mediation, the Owner shall pay the DB all undisputed amounts due to the DB.

## **ARTICLE 14 INSURANCE AND BONDS**

**14.1 Insurance.** The DB shall purchase and maintain at all times that it is performing services under this Contract, at its expense, from a company or companies authorized to do business in the State of Florida, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract by the DB or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

**14.1.1 Workers' Compensation, Disability Benefit, or similar employee benefit act coverage, and employer's liability coverage, as required by the State of Florida.**

**14.1.2 Commercial General Liability** which (a) includes premises/operations, product/completed operations, contractual liability, independent contractors, broad-form property damage, underground, explosion and collapse hazard, and personal / advertising injury; and (b) names the Owner and the Owner's Related Parties as additional insureds, with per-occurrence limits of not less than One Million Dollars (\$1,000,000.00).

**14.1.3 Commercial Comprehensive Automobile Liability** which includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage, or One Million Dollars (\$1,000,000.00) combined single limit.

**14.2 Builder's Risk Liability.** Builder's Risk Liability which includes fire, theft, vandalism, malicious mischief, collapse, earthquake, flood, and windstorm shall be the responsibility of the Owner. The Owner shall cover this risk through existing property insurance program with a \$250,000.00 all other perils per occurrence deductible or a higher named storm wind deductible if applicable.

**14.3 Bonds.** In accordance with the provisions of Section 255.05, Florida Statutes, the DB shall provide to the Owner, on forms furnished by the Owner a 100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount not less than the total GMP. Bonds must be submitted and approved prior to issuance of documents for subcontractor bids. To be acceptable to the Sarasota County School Board as Surety for Performance Bonds and Labor and Material Payment Bonds, a Surety Company shall comply with the following provisions:

14.3.1 The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida, Department of Insurance, authorizing it to write Surety bonds in the State of Florida.

14.3.2 The Surety Company shall have a currently valid Certificate of Authority, issued by the United States Department of Treasury under Sections 9304 and 9308 of Title 31 of the United States Codes.

14.3.3 The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

14.3.4 The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code as of the date of this contract.

14.3.5 The Surety Company shall have at least minimum financial rating in the latest issue of AM Best's Key Rating Guide of A- with a financial size category no less than IX.

14.3.6 The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10%) percent of its surplus to policyholders, provided:

14.3.6.1 Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

14.3.6.2 In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

## ARTICLE 15 GENERAL PROVISIONS

### 15.1 Representation and Notices

15.1.1 The Owner's representative is:

{CSD Director}  
Construction Services Department  
Sarasota County Schools  
7895 Fruitville Road  
Sarasota, FL 34240

15.1.2 The DB's representative is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15.1.3 Neither the Owner's nor the DB's representative shall be changed without ten



(10) days' written notice to the other party.

15.1.4 Unless otherwise provided, all notices shall be in writing and considered duly given if the original is (i) hand delivered; (ii) delivered by e-mail; or (iii) sent by U.S. Mail, postage prepaid. All notices shall be given to the addresses set forth above. Notices hand delivered or delivered by e-mail or facsimile shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

This Contract is entered into as of the day and year first written above and is executed in one (1) original copy, of which one (1) electronic copy is to be delivered to the DB and the original copy shall be retained by the Owner.

Sarasota County Schools

(Name of Design/Builder Company)

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
DESIGN/BUILDER (Signature)

\_\_\_\_\_  
Board Chair  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Approved for Legal Content:-5/2016 – MG  
Matthews, Eastmoore, Hardy, Crauwels & Garcia  
Attorneys for Sarasota County Schools  
Signed: MG

SGS/CSD/FSD Use Only:

Reviewed & Approved for Design/Builder Signature:

PM / DATE: \_\_\_\_\_

CSD/D / DATE: \_\_\_\_\_

Reviewed & Approved for Board Chair Signature:

PM / DATE: \_\_\_\_\_

CSD/D / DATE: \_\_\_\_\_