



LUMP SUM CONTRACT

THIS AGREEMENT made the _____ day of _____, A.D. 20____, by and between _____

hereinafter called the "CONTRACTOR" and THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic under the laws of Florida, hereinafter called the "OWNER".

WITNESSETH: That the Contractor and the Owner for the consideration hereafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

(a) The Contractor shall furnish all labor, implements, machinery, equipment, tools, apparatus, materials, means of transportation and perform all of the work shown on the Drawings and described in the Specifications entitled _____

bearing Project No. _____

prepared by _____

acting as and in these contract documents entitled the "Project Architect" and shall do everything required by this agreement, the Instructions to Bidders and General Conditions of the Contract, the Specifications and Drawings.

ARTICLE 2. COMPLETION OF TIME

(a) For purposes of this contract, the Contractor may commence work only after furnishing required bond and insurance forms acceptable to the Owner. All work is to be substantially completed within _____ calendar days from the date of award by the Board. Therefore, the substantial completion date is _____, 20____.

(b) Should the Contractor fail to complete the work within the specified time, and provided the Contractor has not previously obtained an extension of time from the Owner, the Contractor agrees that a sum as specified in the Instructions to Bidders and General Conditions made a part hereof shall be deducted from the contract price by the Owner as liquidated damages for each calendar day elapsing beyond said specified time to partially compensate the Owner for the hardship caused by this delay.

ARTICLE 3. THE CONTRACT SUM

(a) The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided herein, in current funds as follows:

The Sum of _____

as hereinafter provided, which sum is the Base Bid amount of (\$ _____) and accepted Alternates _____

ARTICLE 4. PARTIAL PAYMENTS

(a) Requests for payment must be submitted with required documentation and original Releases of Lien for approval to the Project Architect and M-DCPS Project Manager. Payment will be made in accordance with applicable State Statute and Board Rule.

The Contractor shall submit to the Project Architect five (5) copies of a completed Contractor's Requisition Form No. FM-3071 Rev. (08-04) giving information required regarding the work during the period covered by said requisition in sufficient time as may be required by the Project Architect so that he or she may inspect the work done, certify the request and forward the four (4) copies of the Contractor's requisitions to the Owner for approval and payment.

(b) Ten percent (10%) of each request payment will be retained until the contract is fully completed and the project formally accepted by the Owner and the Department of Education, State of Florida, unless the Owner, at its sole discretion, elects to reduce the amount retained, after 50% completion of the project. Retainage shall not be reduced to less than 5% of the Contract Amount prior to the Owner's acceptance of the project.

(c) After the first payment and before making any other payment to the Contractor, the Contractor shall produce and deliver to the Owner satisfactory proof or evidence that all labor performed and materials furnished up to the date of the preceding requisition have been fully paid for and that as of the said date no claims exist if that be the fact.

(d) Satisfactory proof or evidence mentioned above will constitute executing a partial release of claim. This partial release of claim must be executed with the same formality as this contract.

(e) The Contractor agrees that his or her signature on Form No. FM-3071 Rev. (08-04), as herein described, constitutes a sworn statement and that all materials and/or labor represented by amounts indicated after each item of material and labor on the preceding requisition have been paid by the Contractor.

ARTICLE 5. PAYMENTS WITHHELD

(a) The Project Architect may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any request for payment [M-DCPS Form FM-3071 Rev. (08-04)] to such extent as may be necessary to protect the Owner from loss on account of:

- (1) Defective work not remedied.**
- (2) A reasonable doubt that the contract can be completed for the balance then unpaid.**
- (3) Damage to another contractor.**
- (4) Liquidated damages.**

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

(a) Upon receipt of written notice by the Contractor that the work is acceptable, the Project Architect shall promptly inspect the work and if he or she finds it ready for inspection, he or she shall so advise the Owner, who will promptly make an inspection.

If the Owner determines the work to be acceptable and complete, the Contractor may apply for final payment by submitting M-DCPS Form FM-3071 Rev. (08-04) to the Project Architect. The Project Architect shall approve the final Contractor's payment request [Form No. FM-3071 Rev. (08-04)] and forward same to the Owner. The Project Architect shall accompany this payment request with a written statement of total monies including retainage to be paid to the Contractor and identify any monies to be withheld for liquidated damages. The acceptance and completion date will be the date of inspection by the Project Architect. All warranty periods will commence on this date.

(b) The mere use of the facility by the Owner prior to the work being fully performed or paid for as contemplated in this Article does not constitute a waiver by the Owner of the right to demand strict compliance with the terms and provisions of this Article and Article 2-b.

(c) Before final payment is made, the Contractor shall submit a release of claim certifying that all work performed, materials furnished, and services rendered have been paid in full. In the event that a controversy exists between the Contractor and a Subcontractor, the Contractor's Surety shall not be released from his bond by the Board until the matter in controversy is resolved.

IN WITNESS WHEREOF THE SAID

and the said Owner, THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, have caused this Contract to be executed and their Corporate Seals to be hereunto affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

Construction Manager/Design Builder/Contractor shall execute and provide one (1) of the following:

- signature, corporate seal, attesting secretary; or
- signature, two (2) witnesses; or
- signature, Notary.

Attest Secretary or Witness

Name of Firm

Witness

President, Owner/Partner (SEAL)
(Sign as on contract)

State of _____

County of _____

On this _____ day of _____, 20____, _____
Print name(s) of signer(s)

personally appeared before me, as the signer(s) of the attached instrument, and he/she/they acknowledged that he/she/they signed the instrument voluntarily for the purpose expressed in it, who is personally known to me or has produced _____

Type of Identification ID#/Expiration Date

Signature of Notary

(Seal)

Printed Name of Notary

The School Board of Miami-Dade County, Florida

Construction Officer/Designee

APPROVED: (as to Form)

APPROVED: Insurance/Bond

Attorney for The School Board of
Miami-Dade County, Florida

Risk Management