



DESIGN BUILD LUMP SUM CONTRACT

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

a corporation doing business under the laws of the State of Florida _____ hereinafter called the "DESIGN BUILD FIRM" 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 Design Build Firm and the Owner for the consideration hereafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

(a) The Design Build Firm shall furnish all design services, labor, implements, machinery, equipment, tools, apparatus, materials, means of transportation and perform all of the work shown on the Design Criteria documents entitled _____

bearing Project No. _____

prepared by _____

acting as and in these contract documents entitled the "Design Criteria Professional" and shall do everything required by this agreement, the Instructions Covering Opening of Bids and General Conditions of the Contract, Supplementary Conditions, and all Contract Documents whether attached or incorporated by reference. The Design Build Firm shall also provide those services and functions involving financing, maintenance and operations as required by the various bid options which may be selected by the Board at its sole discretion.

ARTICLE 2. COMPLETION OF TIME

(a) For purposes of this contract, the Design Build Firm may commence work only after furnishing required bond and insurance forms acceptable to the Owner. All work for the project 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 Design Build Firm fail to complete the work within the specified time, and provided the Design Build Firm has not previously obtained an extension of time from the Owner, the Design Build Firm agrees that a sum as specified in the Instructions Covering Opening of Bids and General Conditions made a part hereof shall be deducted from the contract price or construction price as appropriate for the bid option selected 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 Design Build Firm 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 Design Criteria Professional and M-DCPS Project Manager. Payment will be made in accordance with applicable State Statute and Board Rule.

(b) During design and for design services, the Design Build Firm shall submit five(5) copies of their invoice to the Design Criteria Professional giving the information required regarding the work during the period covered by said requisition in sufficient time as may be required by Design Criteria Professional, so that the work may be reviewed and certify the request and forward four (4) copies of the Design Build Firm's requisition to the Owner for approval and payment.

(c) During Construction the Design Build Firm shall submit to the Design Criteria Professional five (5) copies of a completed Design Build Firm requisition Form No. FM-5294 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 Design Criteria Professional so that he or she may inspect the work done, certify the request and forward the four (4) copies of the Design Build Firm's requisitions to the owner for approval and payment. The Design Criteria Professional shall not specify a time for submission of such M-DCPS Form FM-5294 Rev. (08-04) more than sixteen (16) days prior to a payment date.

(d) Retention shall be defined by the Contract Documents not to exceed ten percent (10%) of each application for payment exclusive of amounts including but not limited to liquidated damages, incomplete work, punch list, and other causes for withholding payment as defined in the General Conditions.

(e) After the first payment and before making any other payment to the Design Build Firm, the Design Build Firm or shall produce and deliver to the Owner satisfactory proof or evidence that all labor, design services 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.

(f) Satisfactory proof or evidence mentioned above shall constitute executing a partial release of claim and providing partial release from subcontractors as required by the Contract. This partial release of claim must be executed with the same formality as this contract.

(g) The Design Build Firm agrees that his or her signature on Form No. FM-5294 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 Design Builder.

ARTICLE 5. PAYMENTS WITHHELD

(a) The Design Criteria Professional may recommend withholding or, on account of subsequently discovered evidence, recommend the Board nullify the whole or part of any request for payment [M-DCPS Form FM-5294 Rev. (08-04)] to such extent as may be necessary to protect the Owner from loss resulting from but not limited to those conditions or actions specified in subparagraph 9.5-1 of the General Conditions of the contract.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

(a) Upon receipt of written notice by the Design Build Firm that the work is acceptable, the Design Criteria Professional 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 Design Build Firm may apply for final payment in conformance with Subparagraph 9.1 0 by submitting M-DCPS Form FM-5294 Rev. (08-04) to the Design Criteria Professional. The Design Criteria Professional shall approve the final Design Build Firm's payment request [Form No. FM-5294 Rev. (08-04)] and forward same to the Owner. The Design Criteria Professional shall accompany this payment request with a written statement of total monies including retainage to be paid to the Design Build Firm and identify any monies to be withheld for liquidated damages. The acceptance and completion date will be the date that the Board determines the project is complete and no work remains to be performed. 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 Design Build Firm 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 Design Build Firm and a Subcontractor, the Design Build Firm's Surety shall not be released from his bond by the Board until the matter in controversy is resolved.

ARTICLE 7. THE CONTRACT DOCUMENTS

(a) The contract documents consisting of the Request for Proposal Covering Opening of Bids; the Instructions Covering Opening of Bids, the Contract Performance Bond, Payment Bond and Guarantee Bond (if required); the Instructions Covering Opening of Bids and General Conditions, the Supplementary Conditions; Plans and Specifications as approved; the Design Criteria Documents; the Addenda; the Bid Proposal; accepted Alternates; Unit Prices; List of Subcontractors; Certificate of Insurance; all incorporated in the Contract before its execution, together with this Agreement, form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Design Criteria Documents and Addenda:

IN WITNESS WHEREOF THE

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.

Design Builder 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