

AGENDA

ST. PETERSBURG COLLEGE BOARD OF TRUSTEES October 11, 2016

Downtown Campus
244 2nd Avenue N, Room 210
St. Petersburg, FL

SPECIAL MEETING: 9:00 A.M.

I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance

II. PRELIMINARY MATTERS

- A. Presentation of Retirement Resolutions and Motion for Adoption
 - 1. Betty Gaston (*Not Attending*)
 - 2. Gail Lancaster (*Not Attending*)
 - 3. Larry Martin (*Not Attending*)
 - 4. Russelene Richmond (*Not Attending*)
- B. Recognitions/Announcements
 - 1. Introduce Cindy Carolina Ruiz Nieto – Dr. Susan Baker, Dean, College of Nursing

III. COMMENTS

- A. Board Chair
- B. Board Members
- C. President
- D. Public Comment pursuant to §286.0105 FS

IV. REVIEW AND APPROVAL OF MINUTES

Board of Trustees' Meeting of September 20, 2016 (*Action*)

V. MONTHLY REPORTS

- A. Board Attorney
- B. General Counsel
- C. Faculty Governance Organization – Dr. Richard Mercadante, President
- D. Career Service Steering Committee – Ms. Jeanne Trimble, Chair

VI. STRATEGIC FOCUS AND PLANNING

A. STUDENT SUCCESS AND ACHIEVEMENT

- 1. Workforce Update – Dr. Jim Connolly, Director of Workforce and Professional Development and Dr. Jason Krupp, Director of Workforce Services (*Presentation*)

B. BUDGET AND FINANCE

1. Monthly Financial Report – Ms. Janette Hunt, Budget and Compliance Director (*Presentation*)

C. ADMINISTRATIVE MATTERS

1. Human Resources
 - a. Personnel Report (*Action*)
2. Other
 - a. Collective Bargaining Update – Dr. Law (*Information*)
3. Construction
 - a. Design Build Contract, St. Petersburg Gibbs Student Success Center (*Action*)

D. ACADEMIC MATTERS - None

E. STRATEGIC PRIORITIES

1. Enrollment Strategy Plan II – Ms. Diana Sabino, Executive Director of Marketing and Strategic Communications, Dr. Kevin Gordon, Provost, Downtown Campus(*Presentation*)

VII. CONSENT AGENDA

A. OLD BUSINESS (**items previously considered but not finalized**) - None

B. NEW BUSINESS

1. ACADEMIC MATTERS

- a. Workforce and Professional Development Curriculum Changes (*Action*)

2. GRANTS/RESTRICTED FUNDS CONTRACTS

- a. City of St. Petersburg – Educational and Entrepreneurial Training Grant (*Action*)

3. INFORMATIONAL REPORTS

- a. Quarterly Informational Report on Contract Items
- b. Quarterly Informational Report of Exempt and Non-Exempt Purchases
- c. Quarterly Informational Report of Construction Contract Approvals Not Exceeding \$325,000

- d. Quarterly Report of Dell Financials
- e. Removal of Certain Assets from Property Inventory

VIII. DIRECT SUPPORT ORGANIZATIONS

A. Direct Support Organizations

- 1. AUDITS AND OTHER STATUTORY REQUIREMENTS OF DIRECT SUPPORT ORGANIZATIONS, APRIL 2015, THROUGH MARCH 31, 2016
 - a. St. Petersburg Foundation, Inc. (*Action*)
 - b. Leepa-Rattner Museum of Art (LRMA) (*Action*)
 - c. Institute for Strategic Policy Solutions (*Action*)

IX PUBLIC ACCESS/UNAGENDAED ITEMS

X. PROPOSED CHANGES TO BOT RULES MANUAL – Public Hearing – None

XI. PRESIDENT’S REPORT

XII. NEXT MEETING DATE AND SITE

November 15, 2016, Seminole Campus

XIII. ADJOURNMENT

ST. PETERSBURG COLLEGIATE HIGH SCHOOL GOVERNING BOARD MEETING TO IMMEDIATELY FOLLOW – Presenter: Principal Starla Metz (see separate agenda)

If any person wishes to appeal a decision made with respect to any matter considered by the Board at its meeting October 11, 2016, he or she will need a record of the proceedings. It is the obligation of such person to ensure a verbatim record of the proceedings is made, §286.0105, Florida Statutes.

Items summarized on the Agenda may not contain full information regarding the matter being considered. Further information regarding these items may be obtained by calling the Board Clerk at (727) 341-3241.

***No packet enclosure**

Date Advertised:

Confirmation of Publication

[Notice of meeting](#)



St. Petersburg Collegiate High School

A Charter School at St. Petersburg College

Governing Board Meeting
SPC Downtown Campus, Room 210
October 11, 2016

Agenda

1. St. Petersburg Collegiate High School Audit (*approval requested*)

Career Service Employee Council

ACCOMPLISHMENTS

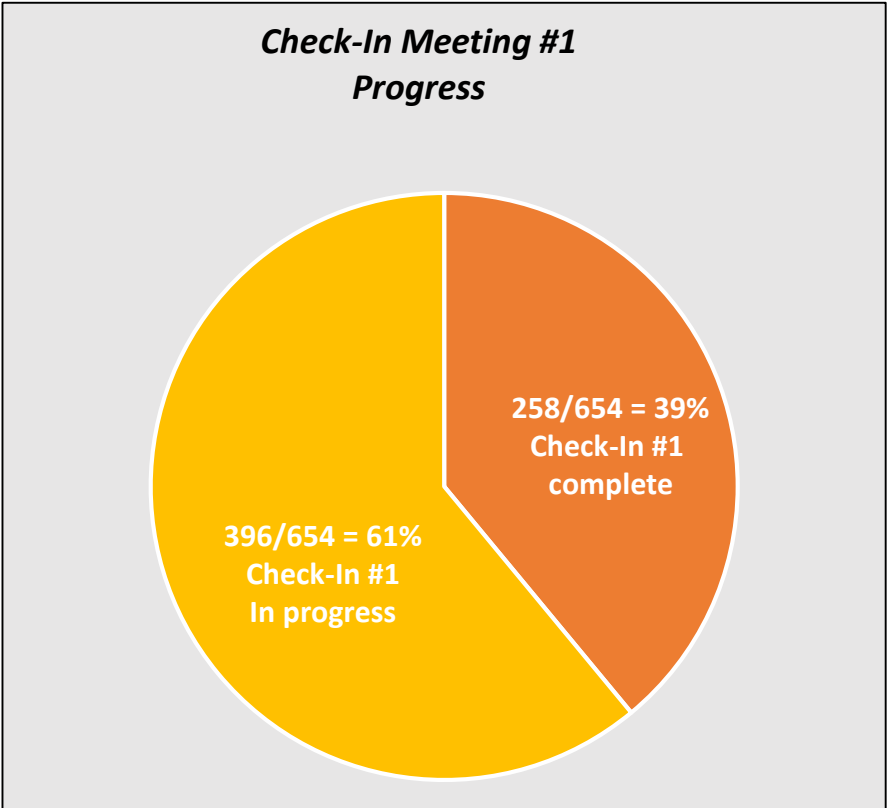
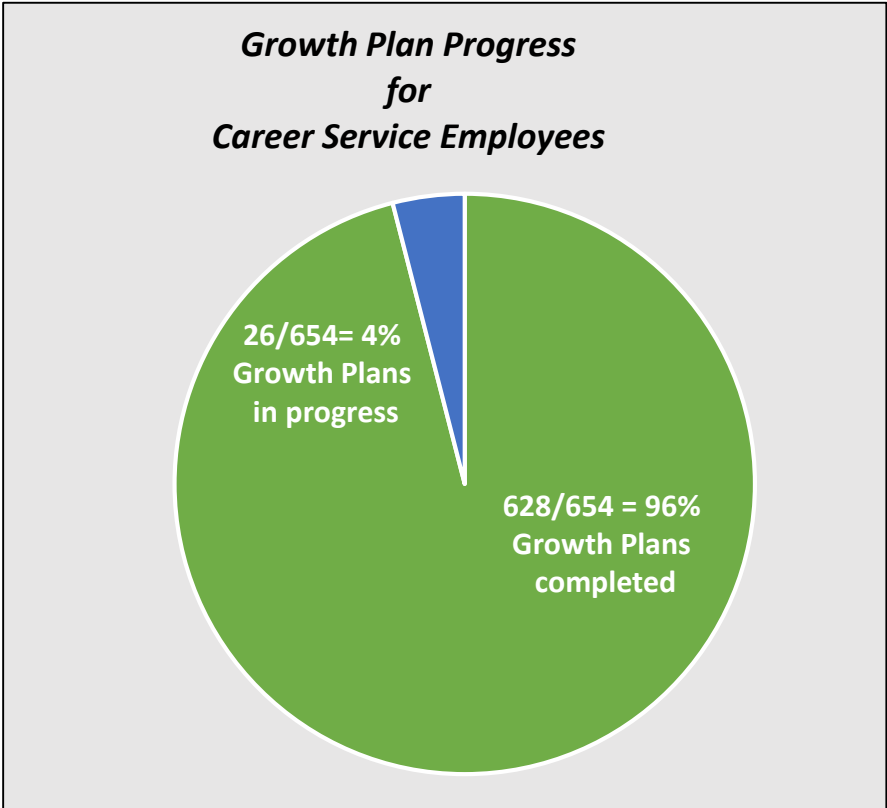
- Employee Growth & Success Initiative Launched
- Streamlined Titan Award Process
- CSEC Bylaws Updated

IN PROGRESS

- All College Day
- Marketing and Website Ideas
- On-Boarding Guides

Career Service Growth and Success Progress

- as of 10/6/16



It's all about employee growth and success!

Workforce Update

James Connolly, PhD – Director Workforce & Professional Development

Jason Krupp, PhD – Director of Workforce Services

SPC Board of Trustees – October 11, 2016

Global Corporate College (GCC) Contract Training

GCC International

- Chinese Delegation of 30 college representatives

GCC Local/National

- Ceridian Investments LLC
 - 50 employees in Atlanta, GA
 - 294 employees in St. Petersburg, FL
- Potash Corp
 - 25 employees in White Springs, FL
 - 20 employees in Aurora, NC



SPC won an award from GCC for “*Outstanding College*” in 2016.

State and Local Workforce Grants

Florida Flex Quick Response Training Grants \$45,600

- CoreRx
- Power Design
- Inside Sales



CareerSource Pinellas Employed Worker Training (EWT) \$35,000

- Kane's Furniture
- GSP Retail
- Bouchard Insurance



Industry Certification and Licensures Offered

Industry Sectors	2014-2015	2015-2016	2016-2017	2017-2018
Manufacturing	8	18	25	30
Information and Innovative Technologies	45	55	60	69
Business and Finance	10	22	25	30
Healthcare	7	23	28	30
Supply Chain Management	8	10	12	15
Public Safety	11	15	18	23
Total	89	143	168	197

Industry Certifications and Licensures Earned

Cert Earned	Business Finance	Health	Manufact	Information-Innovation	Total	Public Safety	Supply Chain	Total
FY 2017	192	103	1	45	341	232	106	679
FY 2016	387	896	43	74	1400	818	310	2528
FY 2015	266	812	67	42	1187	569	20	1776

Health Continuing Education

- Phlebotomy
- Certified Nursing Assistant (CNA) Bridge to Clinical Medical Assisting (CMA)
- Medical Scribe
- Billing and Coding with Electronic Health Records

Information and Innovative Technologies

- Advanced Manufacturing/Mechatronics
- Podcasting

Business and Finance

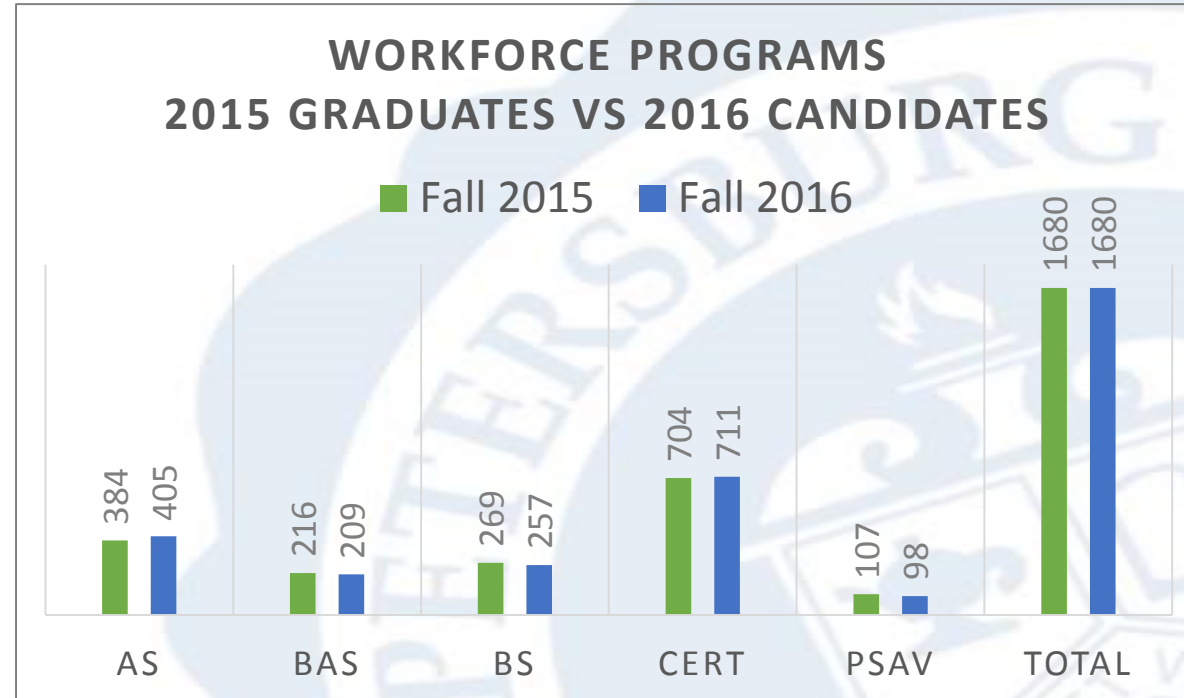
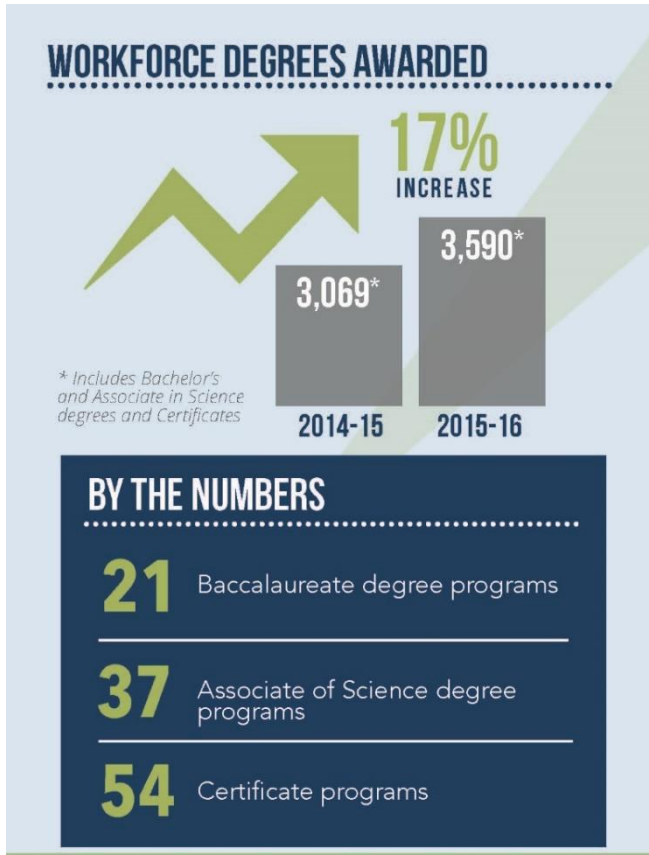
- Project Management Professional (PMP) Certification

Advisory Committees:

- 38 Advisory Committees
- 556 Companies Represented
- 573 Advisory Committee members



Workforce Program Success



Certifications Aligned with Curriculum

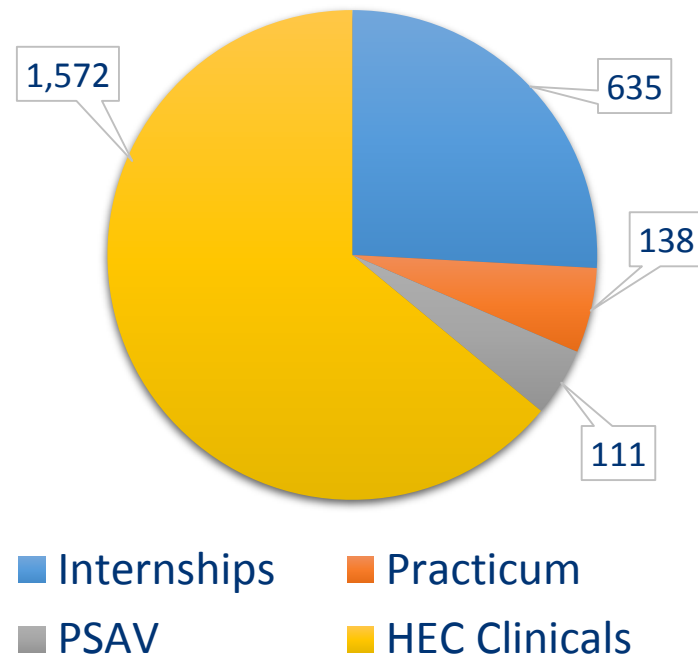
	2015-	2016-
Community	16	17
Arts & Humanities	6	6
Business	1	13
Communications	1	1
Engineering & Building Arts	8	8
Public Safety, Public Policy & Legal Studies	3	3
Science and Math	0	1
Social and Behavioral Sciences	2	2
Technology	8	15
Total	29	49



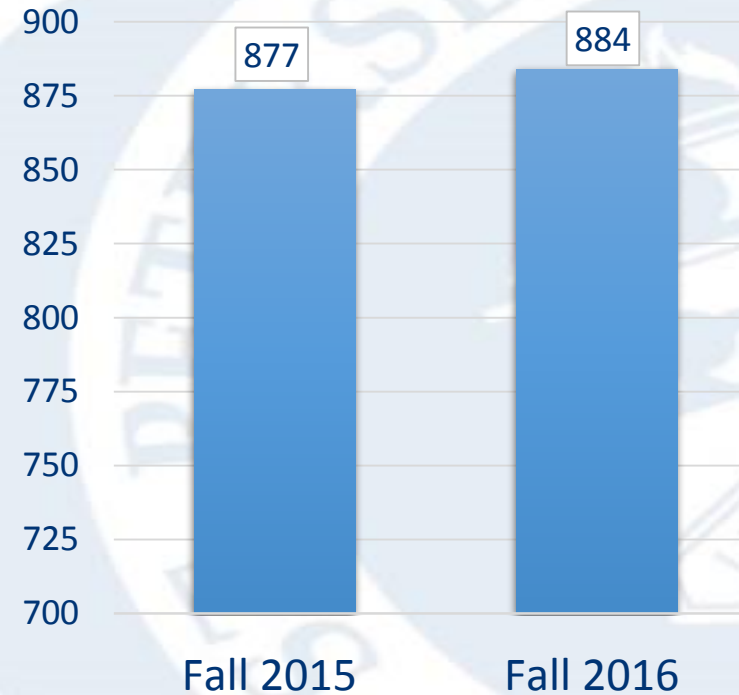
Certification Goal for 2016-17: 740

Internships and Work-Based Learning

Work-Based Learning Course Enrollment Fall 2016



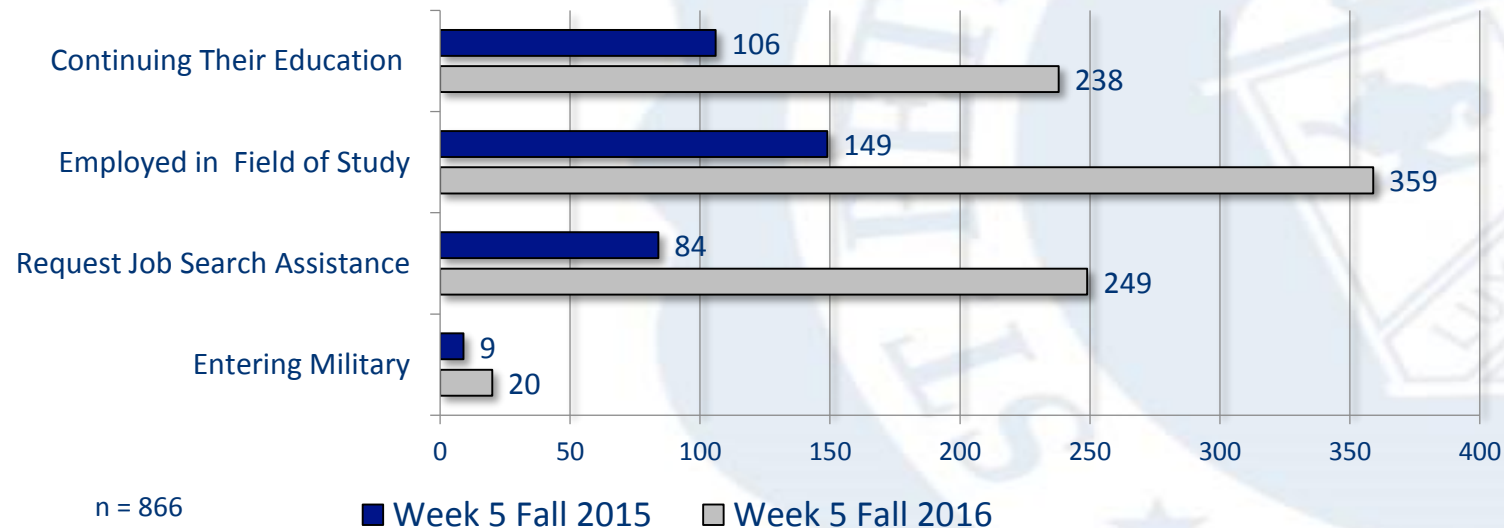
Fall 2015 to Fall 2016: Non-Clinical



2016 Non-Clinical
Goal: 2,153

Career Services Integrated with Curriculum: Weeks 1-5		
	Activity Count	Students
Career Events	45	1248
Classroom Visits	171	4,206
Total	216	5,454

Graduating Students: Placement Information



New Workforce Programs

- Orthotics & Prosthetics A.S. Degree
- Biomedical Engineering Technology A.S. Degree
- Biotechnology Laboratory Technology A.S. Degree
- Emergency Medical Technician PSAV
- Business Administration A.S. degree, Supply Chain Management sub-plan
- Paramedic PSAV (2017)



Career & Technical Education Articulation Agreements

Pinellas County High Schools			Pinellas Technical College		
Previous	New	In Review	Previous	New	In Review
18	14	1	11	4	5



College Credits



Questions?



St. Petersburg College
Board of Trustees
Financial Report as of September 30, 2016

Janette Hunt
October 11, 2016

Report as of September 30, 2016

	Budget	Actual	% of YTD	PY % of YTD	YOY
Revenue					
Student Tuition & Out-of-State Fees	\$ 56,560,516	\$ 23,310,956	41.2%	43.5%	-2.3%
State Appropriation - CCPF	\$ 51,695,712	\$ 12,993,534	25.1%	25.2%	-0.1%
State Appropriation - Lottery	\$ 16,693,508	\$ -	0.0%	0.0%	0.0%
Performance Funding	\$ 3,652,774	\$ 913,193	25.0%	21.2%	3.8%
Operating Cost for New Facilities	\$ 128,429	\$ -	0.0%	0.0%	0.0%
Learning Support Access Fee	\$ 1,834,042	\$ 726,079	39.6%	41.4%	-1.9%
Distance Learning Fee	\$ 3,814,485	\$ 1,517,844	39.8%	41.4%	-1.6%
Technology Fee	\$ 2,818,596	\$ 1,131,907	40.2%	42.6%	-2.4%
Lab Revenue Fees	\$ 1,714,401	\$ 771,023	45.0%	47.4%	-2.4%
Industry Certifications	\$ 150,000	\$ -	0.0%	0.0%	0.0%
Other Revenues	\$ 5,397,200	\$ 1,238,076	22.9%	15.1%	7.9%
Other Student Fees	\$ 1,622,007	\$ 214,840	13.2%	20.1%	-6.9%
Fund Transfers In	\$ 3,556,839	\$ -	0.0%	0.0%	0.0%
Stabilization Reserve	\$ 2,173,009	\$ -	0.0%	0.0%	0.0%
PO Rollovers & Accruals	\$ 2,291,443	\$ -	0.0%	0.0%	0.0%
Total Revenue	\$ 154,102,961	\$ 42,817,452	27.8%	28.8%	-1.0%

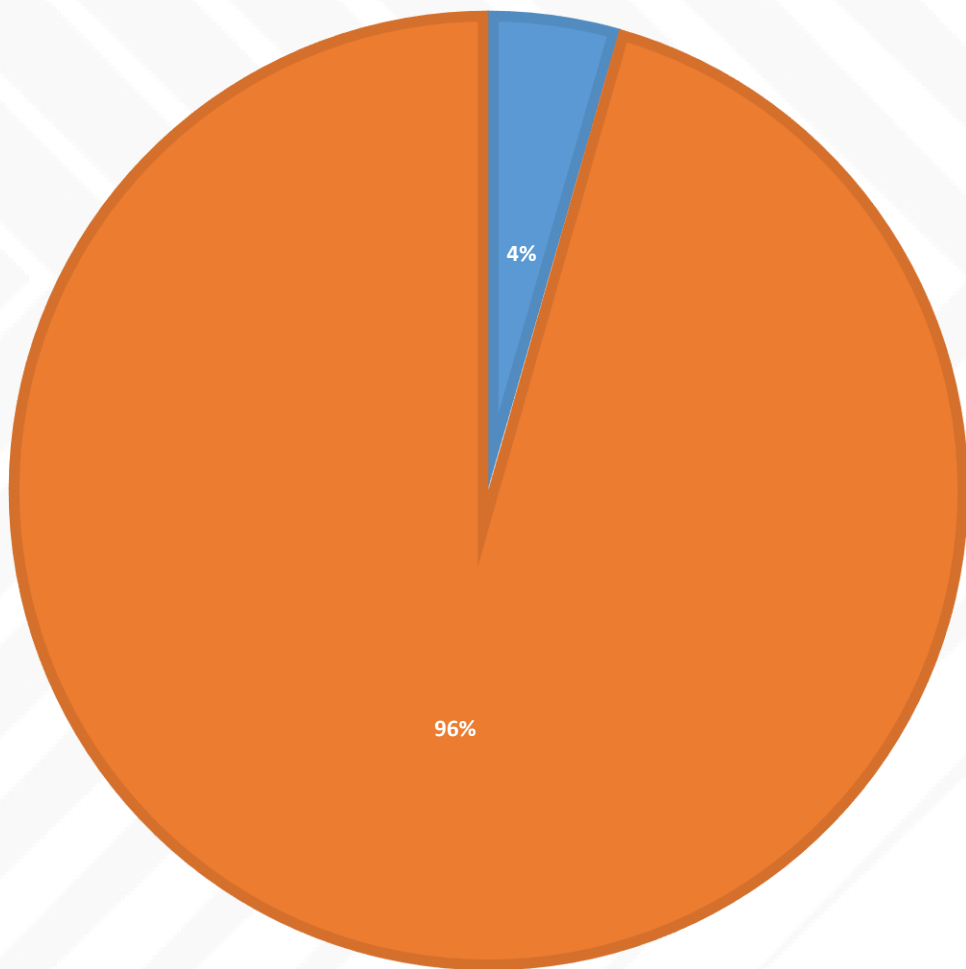
Report as of September 30, 2016

	Budget	Actual	% of YTD	PY % of YTD	YOY
Personnel & Benefits					
Instructional/Faculty-Full time	\$ 28,899,727	\$ 7,860,155	27.2%	24.3%	2.9%
Administrative	\$ 10,275,180	\$ 3,701,487	36.0%	38.0%	-2.0%
Career (Non-Instructional)	\$ 21,729,661	\$ 4,825,919	22.2%	19.4%	2.9%
Professional	\$ 15,874,846	\$ 2,600,349	16.4%	14.3%	2.1%
Adjunct/Supplemental	\$ 14,341,325	\$ 2,309,140	16.1%	18.0%	-1.9%
Other Professional OPS	\$ 766,481	\$ 43,860	5.7%	5.7%	0.1%
Non-Instructional OPS and OT	\$ 2,459,839	\$ 631,730	25.7%	28.2%	-2.6%
Student Assistants	\$ 428,000	\$ 182,772	42.7%	19.4%	23.3%
Health Insurance	\$ 11,854,547	\$ 3,400,525	28.7%	28.2%	0.5%
Other Personnel Benefits	\$ 11,700,854	\$ 3,341,636	28.6%	25.9%	2.7%
Total Personnel & Benefits	\$ 118,330,460	\$ 28,897,574	24.4%	22.8%	1.6%
Current Expense					
Total Current Expense	\$ 32,341,920	\$ 7,223,674	22.3%	25.3%	-3.0%
Capital					
Total Capital	\$ 3,430,581	\$ 786,769	22.9%	27.0%	-4.1%
Total Operating	\$ 154,102,961	\$ 36,908,017	24.0%	23.4%	0.5%
Revenue over Expense	\$ -	\$ 5,909,436			

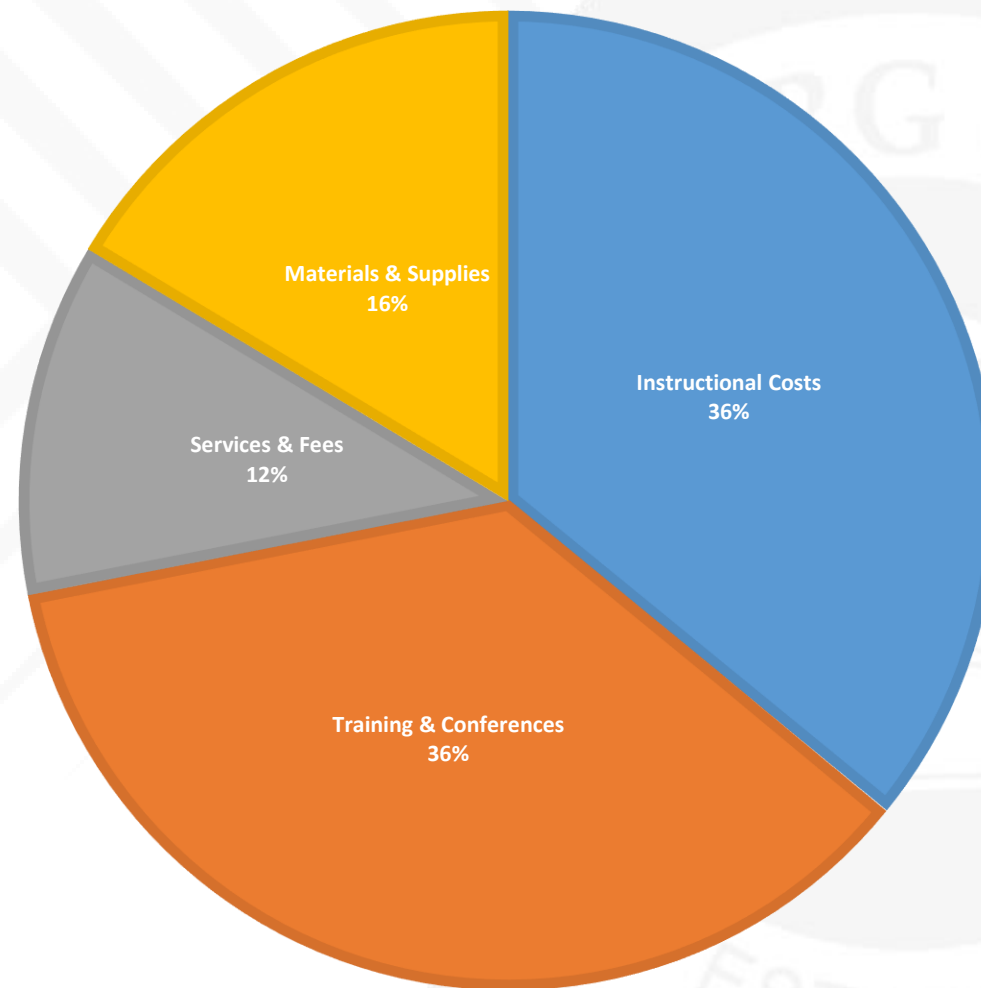
Professional Development Budget

PROFESSIONAL DEV. BUDGET %

■ Professional Development Budget ■ Total Current Expense Budget



PROFESSIONAL DEV. % ALLOCATION



Professional Development Budget

College-wide Focus

- All College Day
- Workforce Institute Courses
- Delta Academy & Leadership SPC
- SkillPort Software

Career Service Focus

- Managed by Career Service Employee Council (CSEC)

Faculty Focus

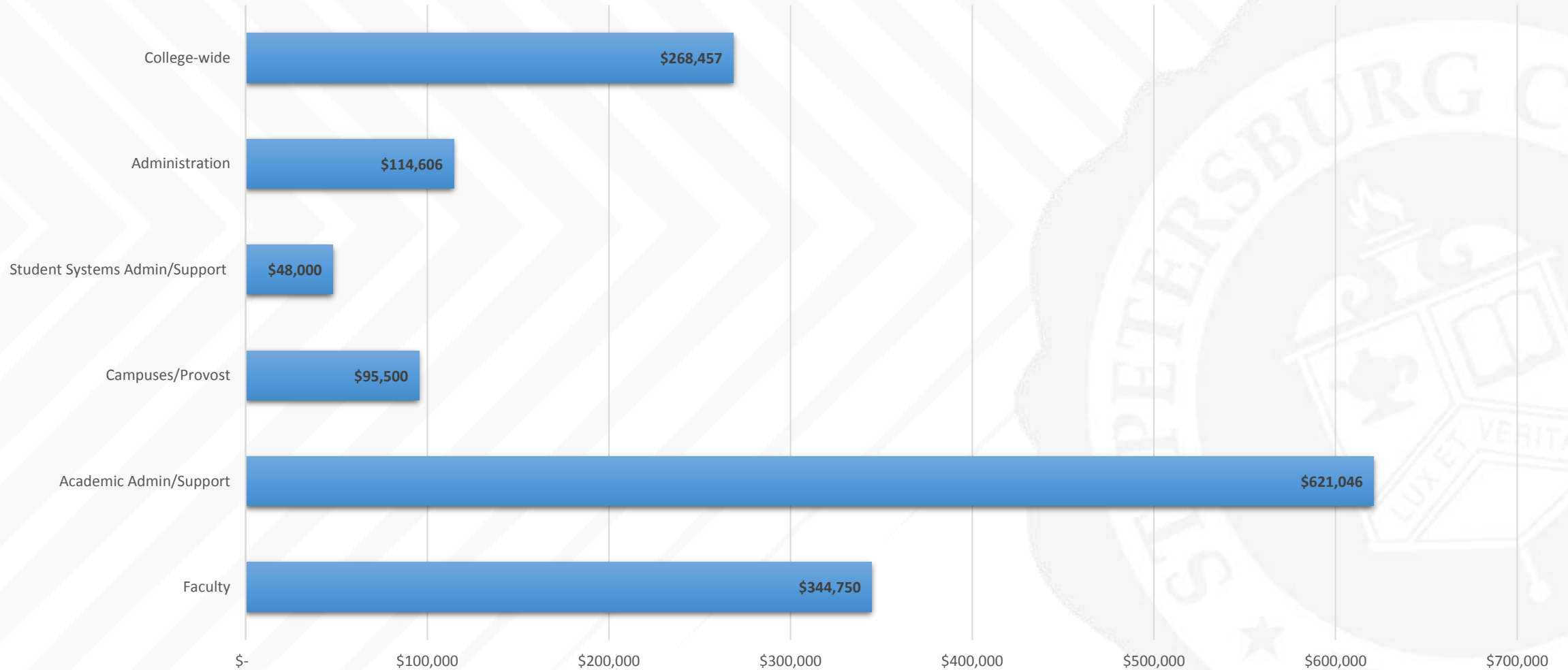
- \$1,500 every 2 years
- Delta Academy
 - Summer & Fall Sessions

Administrative & Support Focus

- Campuses
- Academic Support
- Student Support
- Administrative Support
- Professional positions require CE

Professional Development Budget

Professional Development by Category



Questions?



October 11, 2016

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President *wdl*

SUBJECT: Personnel Report

Approval is sought for the following recommended personnel transactions:

HIRE Budgeted Administrative & Professional			
Name	Title	Department/Location	Effect. Date
Jones,Jarrish A	Career & Academic Advisor	Provost AC	9/26/2016-6/30/2017
Jones,Sandra S	Career & Academic Advisor	SPC Downtown	10/3/2016-6/30/2017
Eggers,Penni J	EMS Non-Credit Clinical Coord	Emergency Medical Services HEC	9/6/2016-6/30/2017
Boston,Raena Joy	Workforce Institute Job Coord	Corporate Training E&SS DO	10/10/2016-6/30/2017

TRANSFER/PROMOTION Budgeted Administrative & Professional			
Name	Title	Department/Location	Effect. Date
Middleton,Natavia	(Interim) Dean,Natural Science	Academic & Student Affairs MT	9/26/2016-6/30/2017
Lattenhauer,Naly	Career & Academic Advisor	Student Support Services SE	10/10/2016-6/30/2017
Taylor,Giovanna Angela	Client Account Representative	Corporate Training E&SS DO	10/3/2016-6/30/2017
Sorice Jr,Paul Gerald	Instructional Support Tech	Instructional Computing SE	10/4/2016-6/30/2017
Waugh,Kathleen A	Onboarding Concierge	Human Resources DO	9/26/2016-6/30/2017
Madera,Evelyn	Student Life & Leadership Coor	Associate Provost SPG	9/12/2016-6/30/2017

HIRE Budgeted Career Service			
Name	Title	Department/Location	Effect. Date
Savary,Shari A	Accounting Support Specialist	Scholarships/Stu Fin Assist DO	10/3/2016
Sharpe,Dwayne Ron Khadeem	Administrative Svcs Specialist	Associate Provost CL	9/19/2016
Lowery,Peter T	Landscape	Landscape Services SPG	9/12/2016
Fabiszewski,Jeffrey J	Sr Administrative Svcs Assist	Fine & Applied Arts CL	10/3/2016
Delfino,Nicole M	Sr Administrative Svcs Speclst	BusSVITSystems DO	9/13/2016
Herrera-Medina,Juan Jose	Student Support Advisor	Student Support Services SPG	9/26/2016
Jean-Felix,Michael Joseph	Student Support Specialist	SPC Downtown	10/3/2016
White,David G	Student Support Specialist	Associate Provost SP/MT	10/3/2016

TRANSFER/PROMOTION Budgeted Career Service			
Name	Title	Department/Location	Effect. Date
Wence,Kate E	Accounting Support Supervisor	Accounting Services EPISV	10/3/2016
Beasey,Kimberly A	Acting, ExeAdminSvc Specialist	Academic & Student Affairs EPISV	10/3/2016
Yu,Nancy	Student Support Advisor	SSS TRIO Grant DO	9/12/2016

HIRE Temporary/Supplemental			
Name	Title	Department/Location	Effect. Date
Ellison,Audrey	Adjunct Bach Prog.	BA Programs/UPC/DO	10/3/2016
Sabo,Leslie A	Contributed Service	Nursing HEC	9/26/2016
Smith,Vonceil	General Support	Provost AC	9/11/2016

Battista,Lauren J	Instructor, Temporary Credit	Letters SPG	10/3/2016
Davis,David Jon	Instructor, Temporary Credit	Natural Science SPG	9/26/2016
Dean,Marianne J	Instructor, Temporary Credit	Natural Science CL	9/27/2016
Hysko,Tori A	Instructor, Temporary Credit	Natural Science SPG	9/16/2016
Mont,Michele Andra	Instructor, Temporary Credit	College of Computer & InfoTech SE	9/26/2016
Moore,Jimmy Everett	Instructor, Temporary Credit	Fine & Applied Arts SPG	10/3/2016
Spiewak,Jonathan E	Instructor, Temporary Credit	Mathematics SPG	10/3/2016
Mellick,Marilyn Cathleen	OPS Career Level 1	Academic & Student Affairs SPG	8/29/2016
Morales,Jose A	OPS Career Level 1	Landscape Services HEC	10/5/2016
Olmstead,Rebekah Faith	OPS Career Level 2	Marketing & Strategic Comm DO	9/26/2016
Peterson,Alexis Simone	OPS Career Level 2	Academic & Student Affairs AC	9/20/2016
Spudie,Mollie	OPS Career Level 2	Provost SPG	9/20/2016
Stalnaker,Tristan Elijah	OPS Career Level 2	Provost SPG	9/20/2016
Faulkner,Pacherrah L	OPS Career Level 4	Provost SPG	9/13/2016
De Jesus,Andy	OPS Career Level 5	International Center CL	10/3/2016
Flannery,Kathryn L	OPS Career Level 5	Learning Resources CL	10/3/2016
Golden,Sharae Latrice	OPS Career Level 5	Student Activities SPG	9/12/2016
Haddix,Raychell C	OPS Career Level 5	Academic & Student Affairs HEC	10/4/2016
Hall,Robert L	OPS Career Level 5	Learning Resources CL	9/19/2016
Hansen,Alexander James	OPS Career Level 5	Learning Resources TS	10/3/2016
Leyva,Daviel C	OPS Career Level 5	Learning Resources TS	10/10/2016
Tajik,Shadee M	OPS Career Level 5	Academic & Student Affairs TS	9/26/2016
Greear,Thomas J	Professional Trainer	Fire Science AC	10/3/2016
Jones-Cruder,LaTuana D	Professional Trainer	Corporate Training E&SS DO	10/10/2016
Poirrier,Adam L	Professional Trainer	Fire Science AC	10/3/2016

TRAVEL OUTSIDE THE CONTINENTAL UNITED STATES			
Name	Title	Department/Location	Effect. Date

Hernandez, Roberto	Professional Trainer	CPSI AC	10/10/2016-10/15/2016
--------------------	----------------------	---------	-----------------------

Destination: San Salvador, El Salvador

The purpose of this trip is to attend a Regional MPP Workshop. Roberto Hernandez is a Florida Department of Law Enforcement (FDLE) agent out of the Orlando office and an adjunct for CPSI who will be attending this conference as an instructor/facilitator for the upcoming Model Police Precinct (MPP) Workshop in El Salvador. The benefit to the College is to provide for nationally and internationally recognized training programs.

Funded by the Center for Public Safety Innovation (CPSI). Estimated cost to the College is \$2,100.44.

Nulty, Dorothy	Instructor	Nursing HEC	10/28/2016-11/6/2016
----------------	------------	-------------	----------------------

Destination: Bogota, Colombia

The purpose of this trip is to administer NUR 4636L Community Nursing Health Practicum as a study abroad course in Bogota, Columbia. The benefit to the College is to meet the College's mission to contribute to the International education of students by providing opportunities that encourage global awareness and perspectives.

Funded by the Nursing department. Estimated cost to the College is \$1,991.42.

Brian Miles, Vice President, Administrative/Business Services & Information Technology and the Strategic Issues Council Members bringing the

October 11, 2016

MEMORANDUM

TO: Board of Trustees, St. Petersburg College

FROM: William D. Law, Jr., President 

SUBJECT: Design-Build Contract, St. Petersburg Gibbs Student Success Center

At its August 16, 2016 meeting, the Board approved the selection of Lema Construction and Developers, Inc., for Design-Build Services for the St. Petersburg Gibbs Student Success Center. Contract negotiations are in process and a draft contract is presented for your review and approval.

Approval is sought for the Board to authorize the President to negotiate the final details and to execute the Design-Build contract once finalized.

Once executed, approval is sought to:

- To issue all purchase orders in accordance with the contract documents, including owner direct purchases; and
- To adjust the amount of the purchase orders based on the subsequent Board of Trustees' approved construction documents and accepted Guaranteed Maximum Price.

Final contract details will be reported in the next quarterly report on contracts.

Brian Miles, Vice President, Administrative/Business Services and Information Technology; and Jim Waechter, Associate Vice President of Facilities Planning and Institutional Services, recommend approval.

AGREEMENT BETWEEN OWNER AND DESIGN-BUILD FIRM

This Agreement made this _____ day of _____ 2016, by and between the Board of Trustees of St. Petersburg College, Florida, P.O. Box 13489, St. Petersburg, Florida 33733, hereinafter called the "Owner," and Lema Construction and Developers, Inc., 10001 16th Street North, St. Petersburg, Florida 33716, Federal Tax I.D. Number 13-4311568, hereinafter referred to as the "Design-Build Firm."

ARTICLE 1 THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT

By this Agreement, the Design-Build Firm accepts the relationship of trust and confidence established between the Design-Build Firm and the Owner. The Design-Build Firm covenants with the Owner to furnish the best skill and judgment and to cooperate with other professionals in furthering the interests of the Owner. The Design-Build Firm agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Project, as defined herein, in the most sound, expeditious and economical way consistent with the Owner's interests.

- 1.1 **The Construction Team** - The Construction Team shall consist of the Owner and the Design-Build Firm. The Design-Build Firm will include the Architect selected to Work on the Project. This notwithstanding, the Design-Build Firm assumes overall responsibility for all portions of the work on the Project, including but not limited to design and construction services. The Design-Build Firm shall work jointly with the Owner during the Design Phase (to the extent possible) and through final construction completion and shall be available thereafter should additional services be required. The Design-Build Firm shall furnish all Project management, labor and materials necessary to provide the design and construction of the Project (Construct Student Success Center, St. Petersburg Campus, Project 301-D-17-3) located at 6605 5th Avenue North, St. Petersburg, Florida 33710, hereafter referred to as the "Project." The Design-Build Firm will report to the Owner.

The specific representatives of the Design-Build Firm will be presented and approved by the Owner at the presentation of the Project GMP.

- 1.2 **Extent of Agreement / Scope of Work** - The extent of this Agreement is to provide complete Design-Build services for the Student Success Center, St. Petersburg/Gibbs Campus. Construction services to be provided may include, but are not limited to: heating, ventilation and air-conditioning (HVAC); roofing; civil, environmental and site development; waterproofing; parking and landscaping; classrooms; laboratories; offices; general construction; and related support service areas. The square footage is anticipated to be approximately 60,000 square feet. All aspects of the Project are intended to be completed in accordance with college standards including but not limited to "sustainable" design standards. The general requirements of Owner for the Project are outlined herein. The Owner's current construction budget for the Project is stated in Exhibit A.1.

This Agreement may not be superseded by the documents for construction and may be amended only by written instrument signed by both the Owner and the Design-Build Firm. The Owner's written approval of Schematics, Design Development and Construction Documents may be considered a written instrument.

- 1.3 **Definitions**

Award Letter - A written communication from the Owner accepting the Guaranteed Maximum Price, bid or negotiated proposal creating a legal obligation between the Owner and Design-Build Firm.

Bid Package - An item or group of items within the scope of the Project that will be accomplished by a single subcontractor.

Building Code Official or Building Department - In accordance with F.S. 553.80, Owner shall provide the Building Code Official and its Code officials to constitute the Building Department as referenced in this Agreement.

Code – Refers to the Florida Building Code, including State Requirements for Educational Facilities 2014 (SREF), the Florida Fire Prevention Code, and all other codes as applicable by law.

Construction Cost – Refers to the cost of General Conditions, Insurance, Bonds, and Division of Work as set forth on Exhibit A.2 attached hereto. Construction Cost does not include fees and costs for the Design Phase of the Project. The Construction Cost does not include the Design-Build Firm Fees specified in Article 9.

Construction Documents – means written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of the Project necessary for obtaining a building permit.

Design-Build Firm's Buyout – A buyout contingency for use by the Design-Build Firm, as further defined under Article 8.4.

Contract Time – The time established at the submission of the Guaranteed Maximum Price by the Design-Build Firm that is acceptable to the Owner and sets forth the number of calendar days allowed to obtain Substantial Completion and Final Completion.

Estimate - The Design-Build Firm's estimate of the probable Guaranteed Maximum Price at various steps in the design process as indicated in Article 2.1

Guaranteed Maximum Price (GMP) - The GMP for design and construction of the Project, shall be provided by the Design-Build Firm and, once approved by the Owner, accepted in writing by the Owner in the form of Exhibit A-2 in accordance with Article 8.1 and shall be subject to adjustments only as provided in this Agreement or as reserved in the Award Letter by the Owner. The GMP includes the cost of the Work or Construction Cost looking forward as well as the fees and costs incurred prior to the GMP proposal by the Design-Build Firm.

Long-lead items - Items identified by the Design-Build Firm requiring a substantial amount of time for delivery to the Project site for incorporation into the Project or items which may not be readily available.

Notice to Commence – Upon receipt by the Owner of required proof of insurance, bond, building permit(s), and any other items detailed in the Award Letter, the Owner shall issue a Notice to Commence, whereupon the Design-Build Firm shall commence the Project within ten (10) days of receipt. The date of receipt of the Notice to Commence shall establish the start date from which to measure Substantial Completion and Final Completion dates or corresponding liquidated damages.

Owner's Contingency - A contingency for use by the Owner as further defined under Article 8.3.

Owner's Construction Budget – A summary of the Owner's funds for design and construction of the Project is attached as Exhibit A.2. The Owner's Construction Budget includes all Design-Build Firm fees, costs of the total Work, the Owner's Contingency, and the Design-Build Firm's Buyout as defined in Articles 8 and 9. The Owner's Construction Budget is not to be construed as the GMP.

Owner Direct Tax Saving Purchase Plan – Refers to the Owner's optional election to purchase materials or equipment through a direct purchasing plan. The Design-Build Firm shall provide the Owner with a direct purchasing plan approved by the State of Florida and manage the process for the benefit of Owner.

Owner's Representative: means the St. Petersburg College Associate Vice President of Facilities Planning & Institutional Services, or designee.

Site Elements – Any site improvement outside the shell of a building constructed as part of the Project, which may include site parking, landscape elements, lighting, retention ponds, underground utilities, site amenities, fencing, irrigation, benches, sidewalks and any other improvements to the land as contemplated within the Construction Documents and made part of the Project.

Substantial Completion – means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Construction Documents so that the Owner can occupy or utilize the Work for its intended use.

Work - refers to all services provided by the Design-Build Firm under this Agreement, including but not limited to, design and construction services.

ARTICLE 2 DESIGN BUILD FIRM'S SERVICES

2.1 Design Phase

2.1.1 The Design-Build Firm shall submit Construction Documents for review and approval by the Owner in a three phase process identified in Subparagraphs 2.1.1 (5), (6) and (7).

(I) The Construction Documents shall be consistent with the intent of the Educational Specifications (Ed Specs), St. Petersburg College Guidelines and State Requirements for Educational Facilities (SREF);

(a) The Design-Build Firm employs the Architect and the Architect agrees to perform professional services consisting of the necessary conferences, generating and facilitating the development of Ed Specs and programming in conjunction with St. Petersburg College and staff; the preparation of preliminary studies and sketches; Schematic Design Documents (Phase I); Design Development Documents (Phase II) Construction Documents (Phase III) consisting of drawings and specifications setting forth in detail the requirements for the construction Project including, but not limited to, addenda, alternates and unit pricing; reviewing Design Build Firm's Construction Cost Estimate at each required submittal; the services of mechanical and electrical engineers, and civil engineers; the services of structural engineers and technology system design services whenever the Work involved requires such services; assistance in analyzing the bids and the recommendation to the Owner on the award of a contract; and contract administration consisting of inspection as defined here and wherever used throughout this contract of the construction Work in order to advise the owner as to whether or not Work is in conformance with the Construction Documents, certification of payments as provided in the construction contract, approval and delivery of shop drawings, delivery of record "as-built" drawings, delivery of operations manuals including warranties, change orders, final certificate of completion, and inspections pertaining to the one-year guarantee provided by the Design Build Firm. Said professional services shall be in compliance with the law and as herein set forth in general terms per State Board of Education Rule 6A-2.0010 Florida Administrative Code, or the latest edition and amendments thereto in effect at time of authorization of each Project, the College's Design Guidelines, latest edition and amendments thereto, and the Florida Building Code, and the Florida Fire Prevention Code, and shall specifically include the following:

1. As soon as practicable after the execution of the Agreement the Architect shall become familiar with the standards of the Owner contained in College Design Guidelines and within scopes of similarly completed Projects. The Architect shall prepare specifications based upon those requirements and shall present all specifications to the Owner for review and approval.
2. Preparation of Schematic Designs Documents (Phase I), and included in the Schematic Design Phase I fee schedule, the Architect agrees to attend and fully participate in meetings designed to develop Ed Specs and Programming and prepare Ed Specs based on those meetings; prepare preliminary studies and sketches to assist in that process; review Design Build Firm's Construction Cost Estimate based on Phase I Documents and provide to the Owner, in writing, Architect's acceptance or rejection of Contractor's probable Construction Cost Estimate; and prepare other documents satisfactory to the Owner and to the Florida Department of Education which are and more fully described under Article 2.1.1(5) of the contract.

3. Prepare Design Development Documents (Phase II), review Design Build Firm's updated Construction Cost Estimate, if required by the Owner, based on Phase II Documents and prepare other documents satisfactory to the Owner and to the Florida Department of Education which are more fully described under Article 2.1.1(6) of the contract.
 4. Prepare Construction Documents (Phase III), review Design Build Firm's updated Construction Cost Estimate, if required by the Owner, based on Phase III Documents and complete contractual documents consisting of working drawings, specifications and Construction Documents satisfactory to the Owner and to the Florida Department of Education which are more fully described under Article 2.1.1(7) of the contract.
 5. Prepare an updated Construction Cost Estimate based on St. Petersburg College Facilities Planning and Institutional Services mandatory requirements and all addenda issued in response to compliance with mandatory requirements.
 6. Assist Owner in obtaining and analyzing proposals and /or bids, and making recommendations for award of contracts more fully described under Article 2.1.1(9) of the contract.
 7. Inspect the construction as herein set forth in Article 2.1.1(10), Contract Administration.
- (b) The Owner requires the Design-Build Firm to employ and use the full services of Florida registered mechanical, electrical, structural and civil engineers (and other Florida registered professionals as needed) on this Project, acceptable to the Owner. Such professionals shall be in direct charge of their Work and shall be trained and experienced in the field(s) in which they are performing services.
 - (c) All civil engineering services shall be provided within this contract. Civil engineering services requiring preparation of permits for agencies outside St. Petersburg College, (Southwest Florida Water Management District, Florida Department of Transportation or others) will be an additional service. The fee for preparation of permits will be negotiated between the Owner and Design-Build Firm along with the Civil Engineer.
 - (d) Additional services required by the Owner will be in conformance with the rest of Article 2.
- (2) Description of the Project: The Project shall require the Architect to provide services under the direction of the Associate Vice President of Facilities Planning and Institutional Services consisting of the following:
- (a) Participating, reviewing, advising and/or facilitating the development of Ed Specs and Programming, design schedule and construction schedules as they are developed by the Owner; incorporating the college-provided standards into the front-end specifications.
 - (b) Developing at time of design state-of-the-art cost and energy efficient designs.
 - (c) Maintaining close coordination with the Owner's staff relative to their requests and suggestions commensurate with the established budget.
 - (d) Reviewing Design Build Firm's Construction Cost Estimate at each required submittal. When specifically requested, submitting probable construction costs with all figures on probable construction cost accurately reflecting industry costs at the time presented to the Owner at the submission of the Schematic Design and/or Design Development Documents, and reflecting a percentage figure for inflation and/or companion probable construction costs showing what the probable construction cost would be at different times in the future; said costs to again be confirmed and/or revised after receipt of the St. Petersburg College Facilities Planning and Institutional Services mandatory requirements. However, in the event that the contractor provides the probable construction cost, then the Design-Build Firm shall be responsible for review and submittal of acceptance or rejection of contractor's figures.

- (e) Reviewing, verifying, and correcting the accuracy of Owner-provided information, record "as-built" drawings and condition of existing site(s) and building(s) as these documents and conditions relate to the Project. Field verify through actual site investigation(s) the accuracy of record "as-built" conditions, when those conditions are used as the basis of design not relying on the Owner-provided information.

(3) Information to Architect

- (a) To permit the Architect to perform the services required, the Owner shall supply, in proper time and sequence, such basic information as may be required regarding the Project. Such information shall include, when necessary and requested by the Architect, in writing, Property Lines, Topographic and Utility Map of the site showing so far as the work under this contract may require the following information: site boundaries, easements, existing grade contours; sewer, water, storm water, gas and electric systems within the site and in streets abutting or bounding the site; sub-soil conditions and other topographic features of the site; and, as available, test and balance reports, record "as-built" drawings, shop drawings and equipment submittals for existing systems.
- (b) The Owner shall also furnish the Architect with all information regarding the size and scope of the Project, including the estimated construction budget amount.

(4) Limitation on Design

- (a) The design shall meet or exceed the minimum standards for planning and design as adopted by the Florida State Board of Education, as implemented by the Department of Education, and conform to all applicable local and state laws, codes, ordinances and regulations affecting the Work and the design shall adhere to and comply with all requirements of the Florida Building Code, SREF, Florida Fire Prevention Code and College's Design Guidelines.
- (b) Design of the Project(s) shall be such that Construction Cost shall not exceed the estimated cost figure set by the Owner unless revised by the Owner after submission of Schematic Design Documents and/or Design Development Documents by the Architect and if such revision is deemed necessary by the Owner.
- (c) At any time during the design period should any requirement be made by a representative of the Owner, the nature of which requirement, in accordance with the best professional opinion of the Architect, is such that it would result in costs exceeding budgeted funds as set forth in (b) above, the Architect shall immediately stop Work and the Design-Build Firm shall promptly advise the Owner thereof in writing.

(d) Nothing within these subsection (4) is intended to guarantee that the GMP proposed by Design Build Firm upon completion of the Construction Documents will not exceed prior Estimated Costs or the Owner's construction budget amount

- (5) Schematic Design Documents (Phase I): The Architect shall develop and submit to the Owner for review a general scheme of the Project under consideration, at minimum the following Schematic Design Documents (Phase I) to include Site Plan, Floor Plan, and Life-Safety Plan and all other required documents in conformance with SREF, the Florida Building Code, Florida Fire Prevention Code, and as are required by the College Design Guidelines.

- (a) Site Plan of Project showing acreage, points of the compass, scale, contours and general topographical conditions, floodplain elevation and velocity zone, overall dimensions, adjacent highways, roads, emergency access, utilities, athletic areas, fire hydrants, power transmission lines, walks and paths, vehicle and bike parking areas, ownership and use of adjacent land, accessibility for the disabled, service areas, vehicle loading zones, existing buildings and use, and other related pertinent data. These shall show proposed layouts for future additions when scheduled in the basic information.

- (b) Floor Plan showing points of the compass, overall dimensions, identity of each space, proposed door locations, accessibility for the disabled, room numbers, occupant load of each space, any existing buildings and use, future additions, and phased construction.
 - (c) Life Safety Plan showing exits, accessibility for the disabled, fire walls, fire resistance rated walls, protected corridors, smoke barriers, fire alarm systems, room names and numbers, or any other life safety features.
 - (d) Preliminary Code Analysis
 - (e) Review of Design Build Firm's Estimated Cost.
- (6) Design Development Documents (Phase II): Upon receipt from the Owner of approval of the Schematic Design Documents (Phase I), the Architect shall prepare and deliver to the Owner for review, at minimum, the following Design Development Documents (Phase II) and all other required documents in conformance with SREF, and the Florida Building Code when applicable, and as may be required by the College Design Guidelines:
- (a) Site Plan showing, in addition to Phase I requirements, landscaping, drainage, water retention ponds, sewage disposal and water supply systems, electrical systems, and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants. These shall show proposed layouts for future additions when scheduled in the basic information.
 - (b) Floor Plans showing in addition to Phase I requirements and including, but not limited to, the following:
 1. Floor Plan drawn at an architectural scale that allows the entire facility to be shown on one sheet, without break lines, but no less than 1/16" = 1"-0".
 2. Floor plans drawn at a larger scale showing typical student occupied spaces or special rooms with dimensions, equipment and furnishing layouts, sanitary facilities, stairs, elevations and identification of accessible areas for the disabled.
 3. Floor Plans for additions to an existing facility shall indicate the connections and tie-ins to the building, including all existing spaces, exits plumbing fixtures and locations, and any proposed changes thereto.
 - (c) Life Safety Plan showing in addition to Phase I requirements, exit strategy, rated doors, emergency wall openings, emergency lighting, rescue areas and when included working stage protection, range and fume hoods, eye wash and emergency showers.
 - (d) Cross sections through buildings and necessary wall sections to show dimensions, proposed construction materials, proposed ceiling heights, and relationship of finished floor to finished grades.
 - (e) Outline specifications covering the general character of materials and construction proposed and college-provided front-end specifications revised by the Architect to be Project specific.
 - (f) Outline of estimated square footage of floor area in the same form as shown in basic information.
 - (g) Proposed heating, ventilating, air conditioning, plumbing, telecommunications, fire alarm systems, and electrical systems in drawing form showing layout and location of major equipment, piping, distribution systems and related detail as conditions require including, when applicable, life-cycle cost and energy efficiency and conservation analyses conforming to Florida State Department of Education Requirements. These design systems shall coincide with the College's established standard systems.

- (h) Catalog cuts indicating dimensions and operations of all equipment proposed for inclusion within the construction contract.
 - (i) Review Design Build Firm's probable Construction Cost of the Project exclusive of Architect's fee and equipment not proposed for inclusion within construction contract.
- (7) Construction Documents (Phase III): Upon receipt from the Owner of written notice to proceed with preparation of Construction Documents (Phase III), the Architect shall prepare and deliver to the Owner for review, clear and complete Construction Documents (drawings and specifications) which are in conformance with SREF, the Florida Building Code, the Florida Fire Prevention Code, and all other applicable Codes, and as may be required by the College Design Guidelines.
- (a) The Construction Documents (Phase III), shall be consistent with the approved Design Development Documents (Phase II) and shall include all changes, added information, schedules and details as may be necessary to make complete construction document drawings. On each drawing prepared by an engineer or landscape architect, the name of the engineer or landscape architect shall appear in addition to the name of the Architect.
 - (b) The specifications shall set forth clearly and completely the scope of the Work and requirements for all materials and workmanship.
 - (c) The drawings shall be on a first quality paper (or approved equal) and shall be capable of making clear, sharp prints.
 - (d) The Florida State Department of Education Modified FLEET Computerized Life-Cycle Cost Analysis submitted with Design Development Documents (Phase II) shall, when applicable, have had the requirements as approved by the St. Petersburg College Facilities Planning and Institutional Services, or its designee, incorporated into the Construction Documents (Phase III).
- (8) Revisions
- (a) The Architect shall make such changes or revisions in the scope, design, or layout of the Design Development Documents (Phase II) through the Construction Documents (Phase III) including alternates, consisting of construction document drawings and specifications as may be required by the Owner to implement the EDSpecs for the Owner's approval of said Construction Documents in order to permit proper construction of the Project. If revisions will exceed budgeted funds the Design-Build Firm shall notify the Owner as stated in Article 2.1.1(4)(c).
 - (b) If, after taking bids, it appears that no bids have been received from responsible bidders which will permit the construction of the Project within the amount stipulated in Article 2.1.1(4) (b) then the Architect upon the instruction of the Owner shall make such revisions and alterations in the drawings and specifications as may be necessary to permit the proper construction and completion of the Project within the amount stipulated in Article 2.1.1(4)(b). Said revisions as required herein shall be made at no additional expense to the Owner, unless contractor provided the Probable Construction Cost during the development of the Construction Documents and Architect, in compliance with applicable sections set forth herein, reviewed and timely rejecting contractor's Estimate in writing and the Owner directed the Architect to move forward with the design without modification of the budget, reflecting the anticipated budget deficit. In such event, the Design-Build Firm shall be compensated for said revisions that exceed 5% of the then current and approved Probable Construction Cost.
 - (c) Should the Owner require the Architect to make material changes, other than as stated in Article 2.1.1 (8)(b), requiring additional design and/or drafting time, the Design-Build Firm shall be paid for the additional costs incurred at the rates set herein.
- (9) Contract Administration:
- (a) The Design-Build Firm shall:

1. Attend Pre-Construction meeting and assist Owner in conducting said meeting.
2. Make visits to the site at such intervals as may be required for the purpose of reviewing the Work as it progresses to ensure compliance with Construction Documents. Such visits shall especially be made during all critical stages of construction, with inspection (construction observation) reports (statement regarding the progress of the work, relative to those activities taking place during visit and identify whether the Work is proceeding in accordance with the Construction Documents and any corrective action that needs to be taken) made in a timely manner (based on the urgency but no later than one week) to the Owner by the Design-Build Firm and his engineer(s) and consultant(s). In the event it is necessary for the Work to be expedited, copies will be left at the Project for the Design Build Firm at the time of inspection.
3. Attend the Project Meetings at the site, record the minutes of meeting and issue said minutes within 48 hours to, at minimum, the Owner. These meetings will occur per time frame set in specifications. These may require weekly or biweekly meetings and site visits.
4. Advise the Owner on special problems and on changes necessitated by unforeseen conditions encountered in the course of construction.
5. Timely perform all work required to review and respond to shop drawings, product data, samples, and correspondence or information regarding requests for change orders.
6. As discussed with and approved by the Owner, prepare and issue Proposal Requests, Architect's Supplemental Instructions, additional drawings and directions. Provide copies of aforementioned documents and drawings to the Owner.
7. Timely review cost submission in response to Proposal Request and make a recommendation in writing to the Owner within one week of cost submission receipt.
8. Perform a Substantial Completion inspection and final inspection of construction (punch list correction and/or completion) and issue necessary instructions pertaining thereto.
9. Resolve all mandatory, final inspection, and college related documents requirements as mandated by the Owner or its agents.
10. Perform inspection(s) pertaining to the one-year guarantee and perform an inspection of the Project ten (10) months after the date of Substantial Completion to identify any needed warranty Work prior to the expiration of the Design Build Firm's guarantee.

(10) Time and Order of Design-Build Firm Services: The Design-Build Firm shall furnish the documents and provide the services herein required in such sequence and at such times as shall be established by the Owner; provided that such times shall be increased to the extent of any delay not caused by the Design-Build Firm and agreed to by the Owner and/or by written consent of the Owner.

- (a) The Design-Build Firm shall be bound to the time and schedule established by the Owner, as presented at the start of the Project in Facilities Planning and Institutional Services Project Schedule, by the reviewing, approving, accepting and signing of said Project Schedule and any revisions to the Project Schedule. Design-Build Firm shall return a signed copy of the Project Schedule and any revisions to the Project Schedule.

2.1.2 Construction Documents shall be submitted to the Owner for review and approval at stages equivalent to 100% Schematic Design, 100% Design Development, 75% and 100% Construction Documents for each phase of this Project. The Design-Build Firm shall provide three (3) sets of documents for review at each stage of submittal and shall also provide two (2) sets for Facilities Planning and Institutional Services building department review at each stage of submittal except for 100% Construction Documents stage whereas there shall be three (3) sets of documents

signed and sealed provided for building permit. The Owner's written approval of each submission, together with any comments and/or directions provided with the approval, shall confirm the Owner's acceptance of that stage of the Design and shall serve as the basis of the next phase of the Work.

- 2.1.3 The Design Build Firm, with the assistance of the Owner, shall file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.
- 2.1.4 Ownership of Documents: Upon completion of the Project, the Construction Documents, whether in print or electronic format, shall become the property of the Owner. The original Construction Documents shall be updated, by the Design-Build Firm, to become record "as-built" Construction Documents and shall include three (3) full sets and one (1) half-size set) and one (1) electronic set of record as-built Construction Documents that shall also be turned over to and become property of the Owner. The Owner shall have the right to use the Construction Documents or reproductions thereof at will as the Owner may desire for any purpose including remodeling, renovation or adding to the Project without further obligation to the Design-Build Firm. Neither the Design Build Firm or the Project Architect or other design professionals shall have any responsibility for use of the Construction Documents other than for the use of the construction of the Project pursuant to this Agreement.
- 2.1.5 The Design-Build Firm shall prepare the Construction Documents in electronic format, and provide to the Owner at the completion of the Project a disk or thumb drive containing the Construction Documents.

In addition, the Design-Build Firm shall:

- (1) Provide pre-construction deliverables consisting of a letter of Conceptual Schematics, and three (3) copies of reports due at 100% Schematic Design and Design Development and three (3) copies of a report due at 75% Construction Documents, together with a cost Estimate. The required reports shall include a complete discussion and summary of the services provided and set forth herein, including the schedule and a detailed cost Estimate.
- (2) 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 economies.
- (3) Provide for the Owner's approval a detailed Estimate of the GMP, as defined in Article 1.3 herein, developed by using estimating techniques which anticipate the various elements of the Project, and based on the Design Documents. Update and refine this Estimate periodically. Advise the Owner if it appears that the GMP may exceed the Owner's budget. Make recommendations for corrective action for the Owner's consideration.
- (4) Advise on the separation of the Project into contracts for various categories of Work.
- (5) Develop a Project construction schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each sub-Firm. Provide the Project construction schedule for each set of bidding documents. Develop a plan for the phasing of construction. Update the schedule periodically and as necessary.
- (6) Establish a schedule for the purchase of materials and equipment requiring long- lead time procurement. Expedite and coordinate delivery of these purchases.

- (7) Schedule and conduct meetings with the Owner, and prepare and distribute minutes, the frequency of which will be mutually agreed upon with the Owner.
- (8) Develop a proposed GMP proposal(s), in the form of Exhibit A.3 including Project construction schedule, itemized by trade contract, for phases of Work as required by the Owner. All assumptions made by the Design-Build Firm in the development of the GMP shall be specifically stated in the proposal. The GMP will not be adjusted due to assumptions made by the Design-Build Firm, but not stated in the GMP proposal. If the proposed GMP is accepted by the Owner, it will be incorporated into this Agreement as an exhibit and will establish the GMP, Contract Time, liquidated damages and specific team for each phase of the Work. The GMP proposal should include costs of the design and pre-construction services even though such costs had been incurred prior to the GMP approval. If Owner and Design Build Firm cannot agree on the GMP, then the Agreement may be terminated for convenience by either party in accordance with Article 15.4.
- (9) Apply for and maintain all necessary building permits. The Design-Build Firm must keep a signed and approved set of Construction Documents available at all times for inspection purposes. Any and all changes to the Construction Documents must be submitted to the Building Code Official for review and approval prior to the changes being incorporated into the Project.
- (10) If the proposed GMP is not accepted by the Owner, the Owner shall so notify the Design-Build Firm following which the Design-Build Firm shall recommend adjustments to the Work through value engineering. The Design-Build Firm will discuss and negotiate these recommendations with the Owner for no more than thirty (30) calendar days unless an extension is granted in writing by the Owner. If an acceptable GMP is not developed, negotiations may be terminated, and the Owner may initiate negotiations with another firm.

2.2 **Project Management Information System (PMIS)** - This system of reporting shall be used primarily during the Construction Phase of the Project, subject to specific cost estimating and scheduling requirements as previously set forth.

2.3 **General**

- (1) The Design-Build Firm shall implement and utilize throughout the life of this Agreement all subsystems of the PMIS.
- (2) The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Work to be accomplished and shall provide a sound basis for identifying variances and problems, and for making management decisions. The reports, documents, and data shall be prepared and furnished to the Owner, as needed throughout the Project, and with each pay request.
- (3) The Design-Build Firm shall conduct a comprehensive workshop for participants designated by the Owner and additional seminars as required to provide instruction. The comprehensive workshop shall: educate each participant on proper use and understanding of PMIS; support, in-part, the function of organizing the design and construction of the Project; and establish, with the full concurrence of the Owner procedures for accomplishing the management control aspect of the Project.
- (4) The PMIS shall be described in terms of the following major subsystems:
 - (a) Narrative Reporting, on a monthly basis,
 - (b) Schedule Control, on a monthly basis,
 - (c) Cost Control, and estimating,
 - (d) Project Accounting, on a monthly basis, and Action Reports

2.4

Narrative Reporting Subsystem

- (1) The Design-Build Firm shall prepare written reports in a format acceptable to the Owner as described hereunder.
- (2) The Narrative Reporting Subsystem shall include the following reports:
 - (a) A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including Code violations.
 - (b) A Monthly Cost Narrative describing the current Project cost.
 - (c) A Monthly Accounting Narrative describing the current cost and payment status of the Project. This report shall relate current encumbrances and expenditures to the budget allocations.
 - (d) A Monthly Construction Progress Report during the Construction Phase summarizing the Work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as Long-lead items, current deliveries, safety and labor relations programs, permits, construction problems and recommendations, and plans for the succeeding month.
 - (e) A Daily Construction Diary during the Construction Phase describing events and conditions on the site.
- (3) The reports outlined in subsection (2)(a) through (e) above shall be bound with applicable computer reports and submitted monthly during the Construction Phase shall be current through the end of the preceding month. One copy shall be transmitted to the Owner with the monthly pay requisition.
- (4) The Daily Construction Diary outlined in subsection (2)(e) above shall be maintained at the Project site and available to the Owner. A bound copy of the complete diary shall be submitted to the Owner at the conclusion of the Project.

2.5

Scheduled Control Subsystem

- (1) As set forth in Article 2, an initial Construction Schedule shall be prepared during the pre-construction services and shall be kept current. The Design-Build Firm shall prepare and submit with the GMP a construction schedule, graphically depicting the activities contemplated to occur for performance of the Work to complete the Project, showing the sequence in which the Design-Build Firm proposes for each activity to occur and the duration (dates of commencement and completion, respectively) of each activity. The Owner shall determine whether the construction schedule developed by the Design-Build Firm meets the requirements of this section. The Owner's determination shall be binding on the Design-Build Firm.

During the Construction Phase, the Design-Build Firm shall, at the end of each calendar month, update and revise the initial construction schedule to show actual progress of the Work performed and planned. Each such update and revision to the construction schedule shall be submitted to the Owner.

- (2) The Design-Build Firm shall prepare and incorporate into the schedule the following items:
 - (a) **Pre-Bid Schedules:** The Design-Build Firm shall prepare and submit to the Owner a construction schedule for Work encompassed in each Bid Package. The schedule shall be sufficiently detailed to be suitable for inclusion in the Bid Package as a framework for contract completion by the successful subcontract bidder. The construction schedule shall show the interrelationships between the Work of the successful bidder and that of other subcontractors, and shall establish milestones keyed to the construction schedule. All bidding must comply with Florida Statutes and SREF.

- (b) Occupancy Schedule: The Design-Build Firm, prior to Substantial Completion, shall develop jointly with the Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turnover procedures, to be used for ensuring a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

2.6 **Cost Control Subsystem** - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and systems by building and Site Elements so that construction will be completed at a cost which, together with all other Project costs, will not exceed the maximum total Project budget. Requirements of this subsystem include as a minimum the following submissions to the Owner:

- (a) At Completion of Schematic Design Phase I, for Each Item or Bid Package.
- (b) At Completion of Design Development Phase II, for Each Item or Bid Package.
- (c) At Completion of 75% Construction Documents Phase III, for Each Item or Bid Package and/or,
- (d) At establishment of the Guaranteed Maximum Price, which should occur at 100% Construction Documents Phase III, for Each Item or Bid Package.
- (e) Construction Documents Estimates - Prior to the bid of each Bid Package, when the working drawings and specifications are complete, the Design-Build Firm shall prepare and submit a cost Estimate on the basis of a quantitative material take-off with current local cost for each bid group by subcontract package.

2.7 **Project Accounting Subsystem** - The operation of this subsystem shall enable the Construction Team to plan effectively and monitor and control the funds available for the Project, cash flow, costs, change orders, payments, and other major financial factors by comparison of budget, Estimate, total commitment, amounts invoiced, and amounts payable. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report will also provide for accounting by building and Site Elements.

- (1) Costs Status Report presenting the budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the Work.
- (2) A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
- (3) A Detailed Status Report showing the complete activity history of each item in the Project Accounting Structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.
- (4) A Cash Flow Diagram showing the projected accumulation of cash payments against the Project. Cash flow Projections shall be generated for anticipated monthly payments as well as cumulative payments.
- (5) A Job Ledger or other acceptable means to the Owner shall be maintained and under the control of the Design-Build Firm to support the costs identified under Article 10, for the operation of the Project. The job ledger will be used to provide cost accountability for general conditions, Work, on-site reimbursable expenses, and costs requiring accounting needs and shall be made available to the Owner or its representatives upon request.
- (6) After the Owner has approved a GMP after completion of the Construction Documents, the GMP shall be used as the basis for reporting rather than estimates.

2.8 **The Design-Build Firm shall provide the following information, which shall be subject to approval by the Owner:**

- (1) Upon award of this Agreement, the Design-Build Firm shall submit the pre-qualification program to be used in this Project for the award of subcontracts.
- (2) Copy of Owner's direct purchase tax savings program to be used in this Project.
- (3) A summary organization chart showing the interrelationships between the Owner and the Design-Build Firm (including the Design-Build Firm's selected architect for this Project), and other supporting organizations and permitting agencies. Detailed charts, one each for the Design-Build Firm and the Owner showing organizational elements participating in the Project shall be included.
- (4) A detailed matrix showing specific responsibilities and interrelationships of the Owner and the Design-Build Firm. This matrix shall be labeled "Responsibility and Performance Chart." The matrix shall reflect all responsibilities for each specific task required to deliver the Project. The Design-Build Firm shall develop a similar chart for the personnel within its organization who are assigned to the Project, and for the personnel of the Owner from data supplied by the Owner.
- (5) Charts showing information flow and decision process for the review and approval of shop drawings and submittals, progress and change orders.
- (6) The Design-Build Firm will provide written procedures for communications and coordination required between Construction Team members. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.

2.9 **Design Review, Recommendations and Constructability Warranty**

- (1) Consistent with Design Phase, Section 2.1, the Design-Build Firm shall familiarize himself thoroughly with the evolving architectural, structural, civil, mechanical, plumbing and electrical plans and specifications and shall follow the development of design from Schematics through Construction Drawings. The Design-Build Firm shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives. The evaluation shall speak to the benefits of the speed of erection and early completion of the Project. The Design-Build Firm shall furnish pertinent information as to the availability of materials and labor that will be required and shall submit to the Owner such comments as may be appropriate concerning construction feasibility and practicality. The Design-Build Firm shall call to the Owner's attention any apparent defects in the design, drawings and specifications or other documents. .
- (2) **Review Reports and Constructability Warranty:** Within ten (10) days, or a number of days agreed upon by the Construction Team, after receiving the Design Documents or Construction Documents for each phase of the Project, the Design-Build Firm shall perform a specific review thereof, focused primarily on the factors identified in Paragraph (1) above and Paragraph (5) below. The Design-Build Firm shall promptly submit to the Owner a written report with recommendations previously submitted, recommendations as the firm may deem appropriate, and all actions taken with respect to same, any comments the Design-Build Firm may deem to be appropriate with respect to separating the Work into separate contracts, alternative materials, and all comments. At 100% Construction Documents, the Design-Build Firm will warrant that the plans and specifications are coordinated and constructible. UPON COMPLETION OF THE DESIGN-BUILD FIRM'S REVIEW OF THE PLANS AND SPECIFICATIONS, THE DESIGN-BUILD FIRM SHALL WARRANT THAT THE PLANS AND SPECIFICATIONS ARE ACCURATE, PRACTICAL, CONSISTENT AND CONSTRUCTIBLE . THE DESIGN-BUILD FIRM SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME TO BE AGREED IN ACCORDANCE WITH THE APPROVAL OF THE GMP AS INDICATED IN EXHIBIT A.3.

DISCLAIMER OF WARRANTY: THE OWNER DISCLAIMS ANY WARRANTY THAT THE PLANS AND SPECIFICATIONS FOR THE PROJECT ARE ACCURATE, PRACTICAL, CONSISTENT OR CONSTRUCTIBLE.

- (3) Long- Lead Procurements Items - The Design-Build Firm shall identify long-lead procurement items (machinery, equipment, materials and supplies). Once each item is identified, the Design-Build Firm shall notify the subcontractors and the Owner of the required procurement and schedule.
- (4) The Design-Build Firm shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate subcontracts for procurement of long-lead procurement items, the separate construction subcontracts and the general condition items performed without duplication or overlap, sequenced to maintain completion of all Work on schedule.
- (5) Weather Protection - The Design-Build Firm shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, to assure orderly progress of the Work in periods when extreme weather conditions are likely to occur. The Design-Build Firm shall submit its recommendations for the Owner's review.

2.10

Construction Phase

- (1) Staff - The Design-Build Firm shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Design-Build Firm to coordinate, inspect and provide general direction of the Work and progress of the subcontractors. The Design-Build firm shall follow the staffing levels and selections set forth in the GMP. The Design-Build Firm shall not change any of the persons named in the GMP unless previously agreed upon by the Owner. The Owner shall have the right to approve the qualifications of replacement personnel.
- (2) Lines of Authority - The Design-Build Firm shall establish and maintain lines of authority for its employees and subcontractors, and shall provide this information to the Owner.
- (3) Schedule and Project Manual Provisions - The Design-Build Firm shall provide to the subcontractors, with copies to the Owner, relevant information pertaining to milestones, including but not limited to beginning and finishing dates; respective responsibilities for performance; and the relationships of their Work with respect to subcontractors and suppliers. The Design-Build Firm shall provide current scheduling information and provide direction and coordination regarding milestones, responsibilities for performance and the relationships of the Design-Build Firm Work to the Work of its subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project Schedule. The schedule shall include all phases of the construction Work, material supplies, long-lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Design-Build Firm shall advise the Owner of the Owner's suggested participation in any meeting or inspection giving the Owner at least one week notice unless such notice is made impossible by conditions beyond the Design-Build Firm's control. The Design-Build Firm shall hold job-site meetings at least once each week with the Owner and at least once each week with the subcontractors, or more frequently as required, to review progress, discuss problems and solutions, and to coordinate future Work with all subcontractors, unless otherwise agreed to by the Owner.
- (4) Solicitation of Bids and Proposals
 - (a) Regarding bids and proposals, the Design-Build Firm shall comply with SREF, including Sections 4.1 and 4.2 to the extent applicable.
 - (b) The Design-Build Firm shall include in all requests for bids or proposals language reflecting the Owner's ability to direct purchase items, and shall clearly identify the responsibility of each subcontractor with regard to unloading, handling, storage, installation and warranty of Owner provided equipment.

- (c) The Design-Build Firm shall ensure that its bids and proposals are free of ambiguities, conflicts, illegally restrictive requirements, and any other defects in the specifications or drawings. Any issues shall be brought to the attention of the Owner. The Owner has the right to cancel any proposal request and determine it to be null and void.
 - (d) Unless waived by the Owner, the Design-Build Firm shall conduct a pre-bid conference with prospective bidders, and the Owner.
- (5) Bonds - In accordance with the provisions of Section 255.05, Florida Statutes, the Design-Build Firm shall provide to the Owner, a public construction bond, providing for the full performance provisions and full labor and material payment provisions of the Construction Phase, each in an amount not less than the GMP. All bonds shall identify the Board of Trustees of St. Petersburg College, Pinellas County, Florida as the owner and shall identify the specific Project for which the bond is submitted. All bonds shall be signed or countersigned by a Florida licensed resident agent per Section 624.426, Florida Statutes. The agent signing the bond must hold a current Power of Attorney from the surety company issuing the bond. A copy of such Power of Attorney must be attached to the bond and shall contain no restrictions preventing payment and should specify the city and state where the agent is located. To be acceptable to the Owner as surety for the public construction bond, a surety company shall comply with the following:
- 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.
 - 2. The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
 - 3. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
 - 4. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued.
 - 5. If the contract award amount exceeds \$500,000.00, the surety company shall maintain at least a policy holder's rating of A in the latest issue of Best's Key Rating Guide.
- (6) Initiate Building Code Inspection - This must be done as required during progression of the Work. Owner shall provide the Code inspectors.
- (7) Quality Control - The Design-Build Firm shall supervise the Work of all subcontractors, providing instructions to each when their Work does not conform to the requirements of the plans and specifications and 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. Should the Design-Build Firm and subcontractor disagree on the quality or conformance of the subcontractor's Work, the Owner shall be the final judge.
- (8) Subcontractor Interfacing - The Design-Build Firm shall be the single point of interface with all subcontractors. The Design-Build Firm shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of these proposals and advise the Owner of validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any Work is begun on any change order, a written authorization from the Owner must be issued. However, when health and safety are threatened, the Design-Build Firm shall act immediately to remove the threat to health and safety. The Design-Build Firm shall also carefully review all shop drawings and take the appropriate action.
- (9) Permits - The Design-Build Firm shall secure all necessary permits, including all necessary utility connection permits, the cost of which will be considered a direct cost item to be paid by the Owner.
- (10) Job Site Requirements

- (a) The Design-Build Firm shall provide for each of the following activities as a part of the Construction Phase fee:
1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, and other necessary activities.
 2. Maintain a directory of companies on the Project with names, addresses, telephone numbers, emergency telephone numbers, and fax numbers of key personnel.
 3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline. Job rules shall include, but not be limited to St. Petersburg College Board of Trustees Rules and College Procedures and other job site rules as Owner deems appropriate.
 4. Provide labor relations management for a harmonious, productive Project.
 5. Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractors compliance without relieving them of responsibilities to perform Work in accordance with the best acceptable practice.
 6. Miscellaneous office supplies that support the construction efforts that are consumed by his own forces.
 7. Travel to and from the home office to the Project site, as the Project requires.
 8. Schedule the services and coordinate the activities of independent testing laboratories and provide the necessary assistance for testing of materials to ensure conformance to contract requirements. Owner will provide the testing agency.
 9. Design-Build Firm shall provide security of the job-site facilities, which shall include securing the site and any materials and equipment contained therein.
 10. Design-Build Firm shall develop and enforce a no smoking policy in all areas other than the designated smoking area on the job site.
- (11) Job Site Administration - The Design-Build Firm shall provide as part of his Construction Phase fee, job site administrative functions during construction to assure proper documentation, including but not limited to such things as the following:
- (a) Job Site Meetings - Hold weekly progress and coordination meetings to provide for an easy flowing Project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, and samples. Coordinate and expedite critical ordering including direct tax saving purchases and delivery of materials, Work sequences, inspection and testing, and labor allocation. Review and coordinate each subcontractor's Work. Review and implement revisions to the schedule. Monitor and promote safety requirements. Provide prior notice to the Owner of all such meetings, and prepare and distribute minutes.
 - (b) Shop Drawing Submittals/Approvals - Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Architect and Owner of such drawings for action, and closely monitor their submittal and approval process.
 - (c) Material and Equipment Expediting - Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors.
 - (d) Payments to Subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.

- (e) Document Interpretation - Refer all questions for interpretation of the documents to the Architect. All questions must be submitted in writing as a Request for Information (RFI).
- (f) Reports and Project Site Documents - Record the progress of the Project. Keep a daily log available to the Owner and Architect.
- (g) Subcontractor's Progress - Prepare periodic punch lists for subcontractor's Work including unsatisfactory or incomplete items and schedules for their completion.
- (h) Substantial Completion - Ascertain when the Work or designated portions thereof are ready for the Owner's Substantial Completion inspection. The Design-Build Firm is to provide a punch list of the outstanding items including unsatisfactory or incomplete work to the Owner, prior to the Substantial Completion inspection. The Owner will use this document as a benchmark and complete the punch list upon inspection. From the list of incomplete or unsatisfactory items, the Design-Build Firm shall prepare a schedule for their completion indicating completion dates for the Owner's review. See **Exhibit B** for Affidavit of Contract Completion. The Design-Build Firm shall sign the Affidavit of Contract Completion following completion of all Construction Document requirements and punch list items. The Design-Build Firm will provide the signed Affidavit of Contract Completion to the Owner as part of the closeout documents.
- (i) Final Completion - Monitor each subcontractor's performance on the completion of the Project and provide notice to the Owner that the Work is ready for final inspection. Secure and transmit to the Owner all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books.
- (j) Start-Up - In connection with the Owner's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade Firms and subcontractors.
- (k) Record As-Built Drawings - During the progress of the Work, the Design-Build Firm shall require the plumbing, air conditioning, heating, ventilating, elevator, and electrical subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The Design-Build Firm shall also record all drawing revisions that have been authorized by change order that effect wall or partition locations, door and window locations and other template changes. The exact routing of conduit runs shall be shown on these drawings.
 1. Upon completion of the Work, this data shall be transferred to the latest approved version, of the drawings. The As-Built disks shall be submitted to the Owner when completed, together with three (3) sets of prints along with three (3) hard copy sets of specifications for certification by the Owner at the time of Final Completion. The As-Built shall consist of specifications in Microsoft Word format, drawings in Auto CAD 2011, and PDF formats. Each drawing shall be noted "As Built" and shall bear the dated and name of the subcontractors that performed the Work. Where the Work was installed exactly as shown on the contract drawings, the sheets shall not be disturbed, except as "As Built" added to the drawing
 2. Prior to providing to the Owner, the Design-Build Firm shall review the completed As-Built drawings and specifications and ascertain that all data furnished on the drawings and within the specifications are accurate and truly represent the Work as installed.
 3. The Design-Build Firm shall sign and include on each set of As-Built drawings and specifications the form attached hereto at **Exhibit D**.

- (12) Administrative Records - The Design-Build Firm will maintain at the job site, unless agreed to otherwise by the Owner, on a current basis, administrative files and records including, but not limited to, those listed on **Exhibit C** attached hereto. Project records shall be available at all times to the Owner.
- (13) Owner Occupancy - The Design-Build Firm shall provide services during the design and construction Phases, which will provide a smooth and successful Owner occupancy of the Project. The Design-Build Firm shall provide consultation and Project management to facilitate Owner occupancy and provide transitional services to get the Work, as completed by the Design-Build Firm, "on line" in such condition as will satisfy the Owner's operational requirements.

As preparation for the closeout process, the Design-Build Firm shall coordinate a "close-out" process meeting in conjunction with the Project Coordinator and the financial department within Facilities Planning & Institutional Services. The closeout process and documentation required will be reviewed to facilitate a smooth closeout of the Project. This meeting shall be held within one (1) week of obtaining Substantial Completion.

In addition, the following shall apply:

- (a) The Design-Build Firm shall conduct a preliminary punch list inspection and coordinate the completion of all punch list Work to be done with Owner occupancy requirements in mind.
- (b) The Design-Build Firm shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The Design-Build Firm shall provide operational training, in equipment use, for building operators.
- (c) The Design-Build Firm shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.
- (d) The Design-Build Firm shall continuously review "As-Built" drawings and mark up progress prints to provide as much accuracy as possible.
- (14) Warranty - Where Work is performed by the Design-Build Firm (including the Design-Build Firm's selected architect) or by subcontractors, the Design-Build Firm shall warrant that all materials and equipment included in the Work will be new except where indicated otherwise in the Construction Documents, and that the Work will be of good quality, free from improper workmanship and defective materials and in conformance with the drawings and specifications. The Design-Build Firm agrees to correct Work found by the Owner to be defective in material and workmanship or not in conformance with the drawings and specifications for a period of one (1) year from the date of Substantial Completion, or for other periods as mutually agreed upon by all parties, or for such longer periods as may be set forth with respect to specific warranties contained in the trade, sections of the specifications. The Design-Build Firm shall collect and deliver to the Owner specific written warranties given by others as required by the Construction Documents. Also, the Design-Build Firm shall initiate, coordinate and conduct, together with the Owner, a warranty inspection, no later than ten (10) months after the date of Substantial Completion.

ARTICLE 3 OWNER'S RESPONSIBILITIES

- 3.1 Owner's Information - The Owner shall provide full information on the requirements of the Project and as indicated in Paragraph 3.3 below.
- 3.2 Owner's Representative - The Owner shall designate a representative (Project Coordinator) who shall be fully acquainted with the Project and shall define the lines of Owner authority to approve Project construction budgets and changes in the Project. All communications regarding Project management shall be provided through the Project Coordinator. All communications regarding building Code shall be provide through the Building Code Official.

- 3.3 **Site Survey and Reports** - The Owner shall provide to the Design-Build Firm all surveys describing the physical characteristics, soil reports and subsurface investigations, legal limitations, utility locations, and a legal description.
- 3.4 **Approvals and Easements** - The Owner shall pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.5 **Drawings and Specifications** - To the extent such documents and information is available, the Design-Build Firm will be furnished a reproducible set of all copies of drawings and specifications and related as built for existing structures and subsurface conditions which may impact performance of the Work.
- 3.6 **Cost of Surveys and Reports** - The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense.
- 3.7 **Project Fault Defects** - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, he shall give prompt written notice thereof to the Design-Build Firm.
- 3.8 **Funding** - The Owner shall furnish in accordance with the established schedule, reasonable evidence satisfactory to the Design-Build Firm that sufficient funds will be available and committed for the cost of each part of the Project. The Design-Build Firm shall not commence any construction portion of the Work unless authorized in writing by the Owner.
- 3.9 **Permitting and Code Inspections** - The Design-Build Firm shall coordinate with the Building Code Department all required permitting and inspections applicable to the Project, including those required by the Southwest Florida Water Management District (SWFMD), hookup and utilities, Florida Building Code, Florida Fire Prevention Code, and SREF. The Design-Build Firm shall provide to the Building Code Department all permitting information necessary to process the building permit and shall be familiar with all processes required to obtain all necessary periodic inspections and plan review services necessary to obtain the building permit and Certificate of Occupancy. Notwithstanding, the Design-Build Firm is responsible for identifying and obtaining all required approvals from the appropriate permitting authorities.

ARTICLE 4 INSPECTION

- 4.1 **Code Inspections** - Prior to issuing a Notice to Commence, a Building Code official shall approve or cause to be approved the Construction Documents to ensure compliance with Code. In addition, construction shall be inspected for Code compliance, compliance with drawings and specifications, and quality by inspectors certified under Florida Statutes 468, Part XII, employed or contracted for by the Owner. The requirements for these inspections include:
- (1) All Projects require detailed Code compliance inspections during construction in disciplines determined by the Building Code official and as dictated by Code. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, gas, building and fire safety.
 - (2) State licensed inspection personnel will be provided by the Owner.
 - (3) The Design-Build Firm shall notify the Building Code Department no less than forty-eight (48) hours in advance and before the Work is covered up, that the Work is ready for inspection. Requested inspections will be performed at no charge for the first inspection and one follow up inspection if the first inspection fails due to Code compliance violations. If inspections are requested for Work that is not ready for inspection, the Design-Build Firm may be assessed a \$200.00 fine for each occurrence. Missed inspections will be assessed a \$200.00 fine for each occurrence. All fines are administered by the Building Code Official who has final authority. Work not inspected nor approved prior to cover-up shall be uncovered for inspection. All costs for uncovering and reconstruction shall be borne by the Design-Build Firm.

- (4) All inspections shall be made in conformance with applicable Code, compliance with drawings and specifications, and quality.
- (5) Cost for all re-inspections of Work found defective and subsequently repaired shall be borne by the Design-Build Firm.

ARTICLE 5 SUBCONTRACTS

- 5.1 **Subcontracts** - A subcontractor shall enter into a direct contract with the Design-Build Firm to perform any Scope of Work on the Project. Nothing contained in the Construction Documents shall create any contractual relationship between the Owner and any subcontractor, or the Architect and any subcontractor.
- 5.2 **Proposals for Subcontracted Work** - Bid Packages shall be prepared based on the applicable provisions of Florida Statutes, SREF and the Owner's purchasing guidelines.
- 5.3 **Required Subcontractor Qualifications and Subcontract Conditions**
- 5.4 **Sub-contractual Relations** - By an appropriate written contract, the Design-Build Firm shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Design-Build Firm by the terms of the contract, and to assume toward the Design-Build Firm all obligations and responsibilities which the Design-Build Firm assumes by the Construction Documents, to the Owner. The Design-Build Firm shall require each subcontractor to enter into similar contracts with his sub-subcontractor(s). The Design-Build Firm shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Construction Documents. The project Architect that contracts with Design Builder shall be obligated to assume toward the Design-Build Firm all obligations and responsibilities which the Design-Build Firm assumes by the Construction Documents, to the Owner and further as a professional is subject of direct action by Owner.
- 5.5 **Sub-contractual Requirements**
 - (1) All Subcontracts shall provide:
 - (a) The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond the subcontractor's control, including delays claimed to be caused by the Owner or Architect, or attributable to the Owner or Architect and including claims based on breach of contract or negligence, shall be an extension of its Contract Time.
 - (1) In the event of a change in the Scope of Work, the subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus 15% for overhead and profit and bond costs.
 - (2) The foregoing constitutes the sole and exclusive remedies for delay and changes in the Scope of Work.
 - (b) Notice shall be given so that any claims by subcontractor for delay or additional cost must be submitted to the Design-Build Firm within the time and manner in which the Design Build Firm must submit such claims to the Owner, and in the time and manner prescribed by law to preserve and/or perfect claims to the surety. Failure to comply with the conditions for giving notice and submitting claims may result in the waiver of such claims.
- 5.6 **Responsibilities for Acts and Omissions** - The Design-Build Firm shall be responsible to the Owner for the acts and omissions of his employees and agents and his subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to and on behalf of the Design-Build Firm.

5.7 **Waiver of Subrogation** - The Design-Build Firm shall require a waiver of subrogation from subcontractors and sub-subcontractors.

5.8 **Subcontracts to be Provided** - If requested by the Owner, the Design-Build Firm shall include a copy of each subcontract, including the general supplementary conditions, in the Project manual.

ARTICLE 6 BENEFICIAL COMMUNITY IMPACT

6.1 **Beneficial Community Impact** – The Design-Build Firm shall use good faith efforts to achieve the BCI goal and reporting requirements as outlined section F of the Design-Build Firm’s Statement of Qualifications dated, June 21, 2016 in response to the Owner’s Request for Qualifications issued May 20, 2016.

ARTICLE 7 SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

7.1 **Project Dates and Liquidated Damages** - At the time a GMP is established, a Project Substantial Completion date, a Project Final Completion date and Owner Occupancy date in accordance with the Project Schedule shall be established by the Construction Team and submitted as part of the GMP for approval by the Owner. The Design-Build Firm agrees to complete the construction in accordance with the agreed upon dates. The Design-Build Firm acknowledges that failure to complete the Project within the time in the approved schedule will result in substantial damages to the Owner.

- (1) It is specifically agreed that the Owner may deduct a sum in the amount scheduled in the GMP from the amount of compensation to be paid the Design-Build Firm for work days for Work that remains uncompleted. This amount shall be identified and agreed upon as a proper measure of liquidated damages, which the Owner will sustain per day, by failure of the Design-Build Firm or any entity operating through the Design-Build Firm, including but not limited to subcontractors, agents and/or suppliers, to complete the Work by the time stipulated in the Project Schedule submitted as part of the GMP and shall not be construed in any sense as a penalty provision. The value will be established and agreed upon by the Design-Build Firm and Owner at the time of submission and acceptance of each GMP, and will be set forth in each GMP as liquidated damages for failure to obtain Substantial Completion within the established times.
- (2) Notwithstanding the liquidated damages contemplated for failure to obtain Substantial Completion within the established times, an amount has also been agreed upon that the Owner may deduct from the amount of compensation to be paid the Design-Build Firm, and has been established and agreed upon by the Design-Build Firm and the Owner as liquidated damages for failure to complete Final Completion within the times established in the Project Schedule submitted as part of the GMP. The value will be established and agreed upon by the Design-Build Firm and the Owner at the time of submission and acceptance of the GMP, and will be set forth in the GMP as liquidated damages for failure to complete Final Completion within the times established.
- (3) Liquidated Damages will be assessed for each day beyond the contracted Project Substantial Completion date, as defined under Article 1.3, Notice to Commence, and shall continue until actual Substantial Completion is achieved. From the date of actual Substantial Completion, the Design-Build Firm shall be granted thirty (30) days for completion of punch list items, associated inspections and approval by the Owner and an additional sixty (60) days for submission of all required close-out documentation, acceptable to the Owner at which time Final Completion shall be obtained for purposes of establishing a date and an amount as set forth above for liquidated damages associated with Final Completion. Release of retainage shall not be authorized unless and until the closeout documentation is approved by the Owner’s attorney. Liquidated damages shall be assessed for each day beyond the ninety (90) day period from the actual Substantial Completion date.

7.2 **Owner Occupancy and Warranties** - Warranties called for by this Agreement or by the drawings and specifications shall commence on the date of Substantial Completion. Owner Occupancy as established in this Agreement above shall not commence until the Building Code Department has completed an occupancy inspection and determined the Project to be in compliance with all Code.

ARTICLE 8
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 8.1 **Guaranteed Maximum Price (GMP) Proposal** - When the Construction Documents are sufficiently complete to establish the Scope of Work for the Project or 100% of the Construction Documents are complete, or as directed by the Owner, the Design-Build Firm will establish and submit in writing to the Owner for approval, a GMP in the form of Exhibit A.2. The GMP proposal should also include the costs and fees incurred for the design and preconstruction services which had been previously incurred. The GMP will be subject to modification for changes in the Project as provided in Article 11. Payments shall be based upon Monthly Applications for Payment in accordance with a Schedule of Values as provided in Article 13.1 and 13.2 the actual price paid for the Work by the Owner shall be the actual cost of all Work, subcontracts, supply contracts, direct labor costs, direct supervision costs, and direct job costs as defined under Article 10, plus the Design-Build Firm's fees and any Owner' Contingency incorporated into the GMP, less any unused Owner's Contingency, when the Work is complete. If Owner and Design Builder are unable to agree to terms for the GMP including schedule and liquidated damages, then the Agreement may be terminated by either party as provided in Article 15.4.
- 8.2 **GMP Taxes** - The GMP will only include those sales taxes in the Project Cost that are legally enacted at the time the GMP is established.
- 8.3 **Owner's Contingency** - The GMP will include an agreed upon sum as the Owner's Contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction, including, but not limited to, design errors and omissions. This contingency shall be the last line item of the GMP proposal. The use of the contingency shall be determined by the Owner upon request of the Design Build Firm which request will not be unreasonably denied. The Design-Build Firm shall document all proposal requests made to the Owner's Contingency and include the documentation in the Project Manual and display it monthly in the PMIS. The Owner shall verify the actual costs as identified on the proposal requests prior to the release of funds by the Owner.
- 8.4 **Design-Build Firm's Buyout Contingency** - The Design-Build Firm may establish a buyout line item within the GMP with the beginning value set at zero dollars. This line item may be adjusted by the Design-Build Firm, in accordance with the procedures set forth herein, with prior notification and approval by the Owner which may not be unreasonably withheld, submitted with the pay application and displayed monthly in the PMIS. When the Project or agreed to parts of the Project are bid and 100% of the contracts with subcontractors have been executed, the buyout in the current schedule of values contained in the monthly pay application, may be . All adjustments to said buyout shall be made in accordance with the following guidelines:
- (1) If subcontract bids are received below the applicable line items provided for in the GMP, the surplus may be added to the Design Build Firm buyout contingency line item, provided however, said maximum allowable buyout contingency set forth herein is not exceeded.
 - (2) If subcontract bids are received above the applicable line item provided for in the GMP the deficiency will be taken from the buyout contingency line item, if any, however such events shall not be cause to increase the GMP.
 - (3) If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Design-Build Firm reserves the right to perform that portion of the Work as acknowledged by the Owner or negotiate for its performance for the specified line item lump sum amount or less.
 - (4) If work, included in the GMP is not required and not completed or purchased as stated, savings shall be transferred to Owner's Contingency.

ARTICLE 9
DESIGN-BUILD FIRM'S FEE

- 9.1 **Fee:** In consideration for performance under this Agreement and subject to the provisions of Article 8, the Owner agrees to pay the Design-Build Firm as compensation for his services, fees as set forth in Articles 9.2.

9.2 (1) Preconstruction Services Fee: For Services prior to the agreement for a GMP and commencement of the Construction Phase, the Design Build Firm shall be paid as follows:

\$30,000.00 upon delivery of 100% Schematic Documents
\$30,000.00 upon delivery of 100% Design Documents
\$40,000.00 upon delivery of 100% Construction Documents and GMP.

(2) **Construction Phase Fee** Upon approval of a GMP price and related terms as provided Article 8, the Owner will issue to the Design-Build Firm in writing, a Notice to Commence, to proceed into the Construction Phase based upon an established and accepted GMP. The GMP price for the Design-Build Firm's compensation for Work or services performed during the Construction Phase include a Construction Phase Fee of 4.0 % of the Construction Cost and an Overhead and Profit Fee as provided in Article 9.3. The Construction Phase Fee shall be adjusted, up or down, from the Project GMP with final accounting and final adjustment occurring upon acceptance by the St. Petersburg College Board of Trustees. The fee amount allowed per pay request shall be in direct proportion to and not exceed the percentage of construction completion at that time. The Construction Phase Fee does not apply to the lump sum Preconstruction Services Fee.

(1) **Adjustments in Fee** - For changes in the Project as provided in Article 10, the construction phase fee shall be adjusted as follows:

(a) The Design-Build Firm shall be paid an additional fee, subject to negotiation, if the Design-Build Firm is placed in charge of reconstruction of an insured or uninsured loss excluding any condition that may have been caused from negligent acts by the Design-Build Firm.

9.2.1 **Design-Build Firm's Exclusive Remedy** - In the event the construction Substantial or Final Completion date is extended, by approval of the Owner and due to a delay caused by any act or neglect of the Owner, or is attributable to the Owner, the Design-Build Firm's sole and exclusive remedy is an extension of the construction completion date and payment of additional Construction Phase fees and Overhead and Profit for Construction Phase as provided above.

(1) **Costs and Expenses Included in Fee** - The following are included in the Design-Build Firm's fee for services during the Construction Phase:

- (a) Salaries and other compensation of the Design-Build Firm's employees at his principal office and branch offices or onsite, including personnel assigned directly to the Project, except for the Project Manager, Superintendent and other personnel specified in Exhibit A.2. (Exhibit A.2, attached hereto must be completed and submitted with the GMP.)
- (b) General operating expenses related to this Project of the Design-Build Firm's principal and branch offices.
- (c) General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 10.
- (d) Job office supplies - includes paper, pencils, paper clips, file folders, staples, etc., and janitorial supplies (photocopy or blue print paper not included).
- (e) Relocation expenses for Design-Build Firm's personnel.
- (f) Fee to facilitate the ordering, scheduling, receiving, unloading, storage, installation and warranty of Owner provided equipment through the direct purchase program, provided by the Design-Build Firm and approved by the Owner for the procurement of materials for the Project. The Design-Build Firm is liable for all equipment procured by the Owner through the Direct Purchase Program.
- (g) Costs or expenses for vehicles or travel including but not limited to vehicle payments, vehicle lease payments, vehicle maintenance, mileage and fuel.

(h) Costs or expenses for mobile phones and service plans for Design-Build Firm's personnel.

9.3 **Overhead and Profit for Construction Phase** – An Fee for principal office overhead, profit and general expenses of any kind and of whatsoever nature, except as may be expressly included in Article 9, for services provided during and related to the construction phase shall be 4.5 % of the Construction Cost. The Overhead and Profit Fee shall be adjusted, up or down, from the GMP with final accounting and final adjustment occurring upon acceptance by the Board of Trustees. The fee amount allowed per pay request shall be in direct proportion to and not exceed the percentage of construction completion at that time. The Design-Build Firm's exclusive remedy for any adjustments in the Overhead and Profit for the construction phase fee is the same process as provided in Article 9.2(1).

ARTICLE 10 PROJECT COST

10.1 **Definition** - "Project Cost" shall mean the costs necessarily incurred in the Project during the Construction Phase for construction services and paid by the Design-Build Firm, not included in Article 9. Such costs shall include the items set forth below in this Article.

Subject to provisions in Article 8, the Owner agrees to pay the Design-Build Firm for the Project Cost as defined herein, and set forth in the GMP, and subsequently approved by the Owner. Any adjustments in the GMP, whether increased or decreased, will not be reflected in the General Conditions fee. However, should the Owner elect to increase the scope of Work and said increase significantly impacts the Design-Build Firm's schedule, the Design-Build Firm may request additional General Conditions, subject to negotiation and approval by the Owner. Payment shall be made in equal monthly installments through the attainment of Substantial Completion. Such payment shall be in addition to the Design-Build Firm's fees stipulated in Article 9.

10.2 **Architect Fees**- The Design Build Firm architect fees, civil engineering fees, Design Build Firm preconstruction fees and related design fees and costs shall be agreed to in writing prior to the GMP as design and preconstruction schedule of values and shall be paid separate from the services in the Construction Phase until the GMP is approved. After approval of the GMP, the architect fee, civil engineering fees, the Design Build Firm preconstruction fees and other Costs of the Work incurred prior to the GMP design related fees may be included as a line item in the GMP. And the Schedule of Values referenced in Article 13.1. Regardless of whether the architect fees are other design sand preconstruction fees and costs have been included in the GMP, they shall be treated, as part of the Cost of Work and paid on a monthly bases as incurred. , The architect fees may not exceed the amount represented by Group "B" in the St. Petersburg College Architects/Engineers Fee Schedule of Project Complexity Based on Type of Project, attached hereto as Exhibit H, plus any additional services mutually agreed to by both parties,. The Project cost shall be adjusted based upon the final Construction Cost.

10.3 **Direct Cost of Project Items for the Construction Phase Include:**

- (1) Wages and burden paid for labor including but not limited to the following personnel, unless provided for in Article 9.2(1).
 - a. Project Manager;
 - b. Project Superintendent;
 - c. Assistant Project Manager; and
 - d. Office Administrator.

Burden of Design Build Firm is 42%

- (2) Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof.
- (3) Payments due to subcontractors from the Design-Build Firm or made by the Design Build Firm to subcontractors for their Work performed pursuant to contract under this Agreement.
- (4) Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the

performance of the Work, cost on such items used but not consumed which may be turned over to the Owner at the end of the Project and cost less salvage value on such items used but not consumed which remain the property of the Design-Build Firm.

- (5) Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Design-Build Firm or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a sub-Firm or the Design-Build Firm's own forces in the performance of the Work, at rental charges consistent with those prevailing in the area.
- (6) Cost of the premiums for all insurance and cost of premiums for all bonds, which the Design-Build Firm is required to procure by this Agreement specifically for the construction Project. This includes any subcontractor bonds the Design-Build Firm and the owner deem appropriate.
- (7) Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Design-Build Firm is liable.
- (8) No costs shall be paid by the Owner to the Design-Build Firm for any expenses made necessary to correct defective workmanship or to correct any Work not in conformance with the plans and specifications or to correct any deficiency or damage caused by negligent acts by the Design-Build Firm.
- (9) Minor expenses at the site including shipping, and postage, to be billed at cost.
- (10) Costs for trash and debris control and removal from the site.
- (11) Legal costs reasonably and properly resulting from prosecution of the Project for the Owner, including handling claims for changes by subcontractors and vendors, subject to the following limitations:
 - (a) The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and
 - (b) The legal costs were not incurred as result of the Design-Build Firm's own negligence or default. This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Design-Build Firm itself, for change orders or in enforcing the obligations of this contract.
- (12) If approved by the Owner, the Design-Build Firm, when qualified, may perform all or a portion of the Work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the Work, subject to the public bidding requirements.
- (13) Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.
- (14) Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space.
- (15) Costs for such temporary facilities during construction, as approved by the Owner, including temporary office, temporary water, heat, power, and sanitary facilities.
- (16) Cost of utilizing a computer aided design and drafting application (CADD) for record drawings. Upon completion of the Work, the Design-Build Firm is responsible for keeping a set of redline As Built drawings.
- (17) All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Design-Build Firm's fees as set forth in Article 8.

**ARTICLE 11
CHANGE IN THE PROJECT**

- 11.1 **Change Orders** - The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions, the GMP, and the Construction Completion Date, being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the Owner before the change is implemented.
- 11.2 **Change Order Definition** - A Change Order is a written order to the Design-Build Firm signed by the Owner issued after the execution of this Agreement, authorizing a Change in the Project, the Design-Build Firm's fee, or the construction completion date. Each adjustment in the GMP resulting from a change order shall clearly separate the amount attributable to the Cost of the Project.
- 11.3 **Acceptable Ways of Determining Increases or Decreases in the GMP on Change Orders** - The increase or decrease in the GMP resulting from a change in the Project shall be determined in one or more of the following ways:
- (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect and Owner;
 - (2) by unit prices stated in the Agreement or subsequently agreed upon;
 - (3) by the method provided in Article 11.4.
- 11.4 **Itemized Accounting on Change Orders** - If none of the methods set forth in Section 11.3 is agreed upon, the Design-Build Firm, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Design-Build Firm will establish an estimated cost of the Work and the Design-Build Firm shall not perform any Work where cost exceeds that Estimate without prior written approval by the Owner. In such case, and also under Article 11.3 above, the Design-Build Firm shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Project Cost.
- 11.5 **Concealed Conditions** - Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the drawings, specifications, or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, the GMP and the Final Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 11.6 and Owner approval.
- 11.6 **Claims for Additional Cost or Time**
- (1) All claims for additional cost or time shall be made by request for a change order submitted as provided in Article 17.
 - (2) If the Design-Build Firm is delayed at any time in the progress because of additional Scope of Work added by the Owner, the Substantial Completion shall be extended by Change Order for such reasonable time as the Construction Team deems reasonable, and is approved by the Owner.
 - (3) Only delays that are determined to extend the critical path for the schedule for constructing the Project will result in a time extension, if approved. Neither the Owner nor the Design-Build Firm shall be considered to own the schedule float time.
- 11.7 **Emergencies** - In any emergency affecting the safety of persons or property, the Design-Build Firm shall

act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Design-Build Firm on account of emergency work shall be determined as provided in Article 11.

ARTICLE 12 DISCOUNTS AND PENALTIES

- 12.1 **Discounts and Penalties** - All discounts for prompt payment shall accrue to the Owner to the extent the Project Cost is paid directly by the Owner or from a fund made available by the Owner to the Design-Build Firm for such payments. To the extent the Project Cost is paid with funds of the Design-Build Firm, all cash discounts shall accrue to the Design-Build Firm. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Project Cost. All penalties incurred due to fault of the Design-Build Firm for late payment of Project Cost will be paid by the Design-Build Firm.

ARTICLE 13 PAYMENTS TO THE DESIGN BUILD FIRM

- 13.1 **Schedule of Values** - Seven (7) days before the first application for payment is submitted, the Design-Build Firm shall submit to the Owner for review a Schedule of Values allocated to the various portions of the Work. The Schedule of Values shall correlate line items with other administrative schedules and forms required for the Work, including progress schedules, payment request forms, listing of subcontractors, schedule of allowances, schedule of alternates, listing of products and principal suppliers and fabricators, and schedule of submittals. The schedule of values shall provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. The Schedule of Values shall be used as a basis for determination of values of work performed in accordance with the Application for Payment stated in Exhibit E and the Monthly Pay Applications stated in 13.2 below. Payments shall be in accordance with the percent of work completed as specified in the monthly pay applications.
- 13.2 **Monthly Pay Applications** - The Design-Build Firm shall submit to the Owner itemized Applications for Payment in the form set forth in Exhibit E. Payments by the Owner to the Design-Build Firm shall be made proportionally to the ratio of the cost of the Work in place. At the request of Owner, Design Build Firm shall attach to applicable Applications for Payments copies of receipts for general condition reimbursables of site related direct costs..
- 13.3 **Payments to Subcontractors** - The Design-Build Firm shall promptly, within ten (10) business days after receipt of payment from the Owner, pay all amounts due subcontractors less a retainer of 10%. The Design-Build Firm shall receive a partial waiver of lien prior to the issuance of progress payments and shall receive a final waiver of lien prior to the issuance of final payment. Before issuance of final payment, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built drawings have been submitted and instructions/training for the Owner's operating and maintenance personnel is complete. Prior to the final payment, the subcontractor will deliver a properly executed Consent of Surety, as required. A sample Consent of Surety form is attached hereto in Exhibit F.
- 13.4 **Final Payment** - The Final payment constituting the unpaid balance of the Project Cost, shall be due and payable after the Owner has accepted occupancy and conducted final inspection of the Project, the Design-Build Firm has verified by his signature that he has completed all items specified by the Contract Documents, and that this Agreement has been fully performed. Prior to release of final payment, all applicable items from Exhibit G, Project Closeout Checklist, must be submitted and approved by Facilities Planning & Institutional Services and the General Counsel of St. Petersburg College. The Design Build Firm shall further provide documentation of Costs to allow an audit by Owner.
- 13.5 **Withholding of Payments** - The Design-Build Firm shall not withhold payments to the subcontractors if such payments have been made to the Design-Build Firm. Should this occur for any reason, the Design-Build Firm shall immediately return such monies to the Owner, adjusting pay requests and Project bookkeeping as required.
- 13.5.1 Neither progress payment nor partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

13.5.2 The Design-Build Firm warrants that title to all construction covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Build Firm further warrants that upon submittal of an Application for Payment all construction for which payments have been received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Build Firm or any other person or entity performing construction at the site or furnishing materials or equipment under the Work of this Agreement and shall provide evidence as such in accordance with the Owner's established Pay application procedures.

13.5.3 Payment may be made for materials and equipment not incorporated in the work but delivered and suitably stored at the job site or another location subject to prior approval and acceptance by the Owner on each location. An acceptable location shall be defined as a bonded warehouse. Materials stored on the job site shall be stored in such a manner that all materials and equipment are kept clean and free from dirt, debris, sand and moisture. Failure to keep material and/or equipment stored properly may require replacement by the Design-Build Firm. The Design-Build Firm shall be responsible for clearly defining the stored material break down on the schedule of values, and payment is subject to prior approval and acceptance by the Owner.

ARTICLE 14 INSURANCE INDEMNITY AND WAIVER OF SUBROGATION

14.1 Indemnity

- (1) The Design-Build Firm agrees to indemnify and hold the Owner harmless from all claims for bodily injury and property damage (other than the Work itself and other property insured under Article 14.2(3) that may arise from the Design-Build Firm's operations under this Agreement in accordance with this provision and that set forth in Article 14.2(5), Indemnification Rider.
- (2) Loss Deductible Clause - The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Design-Build Firm or subcontractor providing such insurance.
- (3) The foregoing indemnity shall survive the completion or termination of this Agreement.

14.2 Design-Build Firm's Insurance

- (1) The Design-Build Firm shall not commence any construction Work in connection with this Agreement until he has obtained all of the following types of insurance with coverage, limits, and terms delineated in Article 14.2 and such insurance has been approved by the Owner, nor shall the Design-Build Firm allow any subcontractor to commence Work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- (2) Workers' Compensation Insurance - The Design-Build Firm shall secure and maintain during the life of this Agreement Workers' Compensation Insurance for all his employees connected with the Work, of this Project and, in case any Work is sublet, the Design-Build Firm shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Design-Build Firm. Such insurance shall comply with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous Work under this contract at the site of the Project is not protected under the Workers' Compensation statute, the Design-Build Firm shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.
- (3) Commercial General Liability Insurance - The Design-Build Firm shall secure and maintain during the life of this Agreement Comprehensive Commercial General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement

whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

- | | | |
|-----|---|---|
| (a) | Design Build Firm's Commercial General Liability | \$1,000,000 Each Occurrence, |
| (b) | Automobile Liability Coverage,
Bodily Injury & Property Damage | \$500,000 Each Occurrence |
| (c) | Excess Liability, Umbrella Form | For all amounts over and
above \$1,000,000 up to the
completed value or GMP |

All policies shall be written on an occurrence basis.[most policies are on a claims made; need to verify if possible see comment on tail coverage below]

Liability coverage shall also include:

- (a) Pollution Liability;
- (b) Broad Form Property Damage Coverage to include XCU and demolition coverage if excluded; completed products and operations;
- (c) Contractual Liability Coverage designed to protect the Design-Build Firm for contractual liabilities assumed by Design-Build Firm in the performance of this Agreement;
- (d) Boiler/Machinery Coverage -The Design-Build Firm will secure and maintain coverage which shall specifically cover such objects during installation and until final acceptance by the owner; and
- (e) Builder's Risk Coverage - The Design-Build Firm shall secure and maintain during the life of this Agreement Builder's Risk Coverage for all facilities and property connected with the Work of this Project in the amount of the completed value or maximum price.
- (f) Professional Liability Coverage Design-Build Firm \$1 million per occurrence
Such coverage shall be in effect for the duration of the contract and continue for a period of 4 years beyond the substantial completion date of the project.

If any policies are written on a claims made basis, an extended reporting period (i.e., tail insurance) will be required for the duration of the contract.

- (4) Subcontractor's Insurance - The Design-Build Firm shall require each of his subcontractors to secure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.
- (5) Indemnification Rider
 - (a) To cover to the fullest extent permitted by law, the Design-Build Firm shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, to the extent caused by any negligent act or omission of the Design-Build Firm, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.

- (6) **Certificate of Insurance** - The Owner shall be furnished proof of coverage of Insurance as follows: Each Project GMP submitted shall require an individual Certificate of Insurance approved by the Owner prior to being issued a Notice to Commence. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the office of Facilities Planning and Institutional Services. This Certificate shall be dated and show:
- (a) The name of the insured Design-Build Firm, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
 - (b) The Board of Trustees of St. Petersburg College shall be named as additional insured to the extent necessary to provide coverage under Design Build Firm's insurance for the liabilities assumed by Design-Build Firm under the indemnity provisions of the Agreement.
 - (c) Statement that the Insurer will mail notice to the Owner and a copy to the Architect at least 45 days prior to any material changes in provisions, non-renewal, cancellation or termination of the.
 - 1. When cancellation is for nonpayment of premium, at least ten (10) days written of cancellation accompanied by the reason therefore shall be given; and
 - 2. For other than motor vehicle insurance, when such cancellation or termination occurs during the first ninety (90) days during which the insurance is in force and the insurance is canceled or terminated for reasons other than nonpayment of premium, at least twenty (20) days written notice of cancellation or termination accompanied by the reason therefore shall be given except where there has been a material misstatement or misrepresentation or failure to comply with the underwriting requirements established by the insurer,
 - (d) Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverage required in this Section.

- 14.3 **Waiver of Subrogation** – All policies shall include a waiver of subrogation endorsement and a severability of interests endorsement.
- 14.4 **Damages Caused by Perils Covered by Insurance** - The Owner and Design-Build Firm shall waive all rights against each other, for damages caused by perils covered by insurance provided under Article 14.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Design-Build Firm as trustees. The Design-Build Firm shall require similar waivers from all subcontractors and their sub-subcontractors.
- 14.5 **Loss or Damage to Equipment Covered by Insurance** - The Owner and Design-Build Firm waive all rights against each other for each party's loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Design-Build Firm shall require similar waivers from all subcontractors and their sub-subcontractors.
- 14.6 **Property and Consequential Loss Policies** - The Owner waives subrogation against the Design-Build Firm on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 14.7 **Endorsement of Policies** - If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.
- 14.8 **Sovereign Immunity** – The Design-Build Firm acknowledges and agrees that nothing contained herein shall be construed or interpreted as (i) denying to Owner any remedy or defense available to it under the laws of the State of Florida; (ii) the consent of the Owner or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of sovereign immunity of the Owner or of the State of Florida beyond the limited waiver provided in section 768.28, Florida Statutes.

ARTICLE 15
TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM DESIGN-BUILT FIRM'S OBLIGATION

15.1 **Termination by the Design-Build Firm** - If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Design-Build Firm, or if the Project should be stopped for a period of sixty (60) days by the Design Build Firm, for the Owner's failure to make payments thereon, then the Design-Build Firm may, upon seven days written notice to the Owner, request payment for all Work executed, the Design-Build Firm's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit, damages and terminal expenses incurred by the Design-Build Firm.

15.2 **Owner's Right to Perform Design-Build Firm Obligations and Termination by Owner for Cause**

- (1) If the Design-Build Firm fails to perform any of his obligations under this Agreement including any obligation he assumes to perform Work with his own forces, the Owner may, after seven (7) days written notice during which period the Design-Build Firm fails to perform such obligation, make good such deficiencies. The GMP, or the actual Project Cost, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies and the Design-Build Firm Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.
- (2) If the Design-Build Firm is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough property skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty (45) days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Design-Build Firm and his surety, if any, seven (7) days written notice, during which period Design Build Firm fails to cure the violation, terminate the employment of the Design-Build Firm and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Design-Build Firm, and may finish the Project by whatever method he may deem expedient. In such case, the Design Build Firm shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 7. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Design-Build Firm (excluding monies owed the Design-Build Firm for subcontract Work).

15.3 **Termination by Owner Without Cause and/or for Convenience**

- (1) If the Owner terminates this Agreement other than pursuant to Article 15.2 above, it shall be for the Owner's convenience and the Owner shall reimburse the Design-Build Firm for any unpaid Project Cost due him under Article 10, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of his fee to a sum which bears the same ratio to the Construction Phase Fee as the Project Cost at the time of termination bears to the GMP, if established, otherwise to the Owner's Construction Budget. The Owner shall also pay to the Design-Build Firm fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of Agreement, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Design Build Firm has previously undertaken or incurred in good faith in connection with said Project. The Design-Build Firm shall, as a condition of receiving the payments referred to in this Article 15, execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the Design-Build Firm under such obligations or commitments.

- (2) After the establishment of the GMP or at the completion of the Design Phase, if the final cost estimates or lack of legislative funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the Design-Build Firm his proportionate fee due in accordance with Article 9 plus any costs incurred pursuant to Articles 10 and 11.

15.4 Termination for Convenience In Absence of Agreed GMP and Related Terms

The Owner or Design Build Firm may terminate this Project if the Owner and Design-Build Firm cannot agree on the GMP and related terms within 75 days of submission of a GMP proposal. Owner shall pay the Design Build Firm the fee for preconstruction services and reimburse all costs associated with the architect fees, civil engineering fees and other costs of the work incurred by the Design Build Firm as provided in Section 15.3(1) above.

ARTICLE 16 ASSIGNMENT AND GOVERNING LAW

- 16.1 **Assignment Consent** - Neither the Owner nor the Design-Build Firm shall assign his interest in this Agreement without the written consent of the other except as to the assignment of proceeds.
- 16.2 **Governing Laws** - This Agreement shall be governed by the Laws of the State of Florida, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a Court of competent jurisdiction in Pinellas County, Florida, and each party waives any objection to such venue.

ARTICLE 17 NOTICE OF CLAIM; WAIVER OF REMEDIES; NO DAMAGES FOR DELAY

- 17.1 **Governing Provisions** - The Owner's liability to Design-Build Firm for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the Work is to be performed, or for additional Work, shall be governed by the following provisions:
 - (1) All claims must be submitted as a Request for Change Order in the manner as provided herein;
 - (2) The Design-Build Firm must submit a Notice of Claim to the Owner within seven (7) days of when the Design-Build Firm was or should have been aware of the occurrence of the event giving rise to the claim; and
 - (3) Within ten (10) days of submitting its Notice of Claim, the Design-Build Firm shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

The Design-Build Firm agrees that the Owner shall not be liable for any claim that the Design-Build Firm fails to submit as a Request for Change Order as provided in this paragraph.

- 17.2 **Written Determination of Claim** - After receipt of a Request for Change Order, the Owner shall deliver to the Design-Build Firm its written determination of the claim. As to matters subject to the determination by final agency action (not actions for breach of contract or tort) the Owner's written decision shall be final agency action unless the Design-Build Firm requests an administrative proceeding pursuant to Section 120.57, Florida Statutes, by filing a petition within thirty (30) days of the Design-Build Firm's receipt of the Owners determination.

The venue for all civil and administrative actions against the Owner shall be in Pinellas County.

17.3 **Exclusive Remedy for Delays** - For Work the Design-Build Firm performs with its own forces, and in addition to the adjustments provided for in Article 9, the Design-Build Firm's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 17.1 above, for an extension of the scheduled construction time. In the event of a change in such Work, the Design-Build Firm claim for adjustments in the contract sum is limited exclusively to its actual costs for such changes plus 15% for profit. The Design-Build Firm expressly agrees that the foregoing constitute its sole and exclusive remedies for delays and changes in such Work, and eliminate any other remedies for claim for increase in the contract price, delays, changes in the Work, damages, losses or additional compensation.

17.4 **Dispute Resolution** - It is the intent of the parties that after compliance with all preceding contract provisions that all unresolved disputes of any kind relating to the agreement to include performance, termination, payment or any other subject shall be so resolved as now stated to the exclusion of any other form of dispute resolution or litigation. It is the intent of the parties that pre-judgment interest, punitive damages, cost, and attorney's fees are not available remedies and are excluded from and will not be the subject of dispute resolution. Except as otherwise provided by the termination provisions of this Agreement, the Owner and Design-Build Firm shall continue with performance of the contract during any dispute resolution proceedings.

- (1) The parties will conduct non-binding mediation using a certified mediator in Pinellas County, within ten (10) days notice of mediation or as scheduled by the mediator in any dispute. Any mediation arising out of or relating to the agreement may include by consolidation, joinder or any other manner, any other parties to include subcontractors performing Work on the Project who are the subject of a claim or dispute substantially involving a common question of fact or law, or whose presence is required if complete relief is to be accorded in the mediation. The parties shall pay equally the costs and fees of the mediator.
- (2) Should the dispute not be settled at mediation, arbitration shall be held in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. Arbitration shall begin within thirty (30) days of the mediation date of the party seeking arbitration will be deemed to waive arbitration. Any arbitration arising out of or relating to the agreement may include by consolidation, joinder or any other manner, any other parties to include subcontractors performing Work on the Project who are the subject of a claim or dispute substantially involving a common question of fact or law, or whose presence is required if complete relief is to be accorded in the arbitration. The award rendered by the arbitrators shall be final, and judgment entered upon it in the appropriate court in Pinellas County, Florida.

ARTICLE 18 MISCELLANEOUS

18.1 **Interest** - Any monies not paid when due to either party under this contract shall not bear interest except as may be required by Section 215.422(3)(b), Florida Statutes.

18.2 **Harmony** - Design-Build Firm is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by the Design-Build Firm and his subcontractors for Work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction Firms now or hereafter on the site of the Project.

18.3 **Apprentices** - If the Design-Build Firm employs apprentices on the Project, the behavior of the Design Build Firm and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Design-Build Firm will include a provision similar to the foregoing sentence in each subcontract.

18.4 **Invoices Submitted Under Article 10** - In connection with each pay request, invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, detailed invoices for general conditions and other such documentation.

- 18.5 **Design-Build Firm Project Records** - The Design-Build Firm's Project records shall be maintained as prescribed hereinabove for the minimum period required by Federal and State Law, and shall be further subject to Chapter 119 of the Florida Statutes, otherwise referred to as the Public Records laws of the State of Florida, and shall be made available to the Owner or his authorized representative at mutually convenient times. All records must be kept onsite at all times during construction.
- 18.6 **Design-Build Firm's Payment Rights** - The Design-Build Firm, Firms and subcontractors providing goods and services to the Owner should be aware of the following time frames. Upon receipt, the Owner has 30 days to inspect and approve the goods and services and Application for Payment. .
- Pay Requests which have been denied, due to Design-Build Firm's preparation of material errors, will result in a delay of the payment. The Pay Requests payment requirements do not start until a properly completed Pay Request is provided to the Owner.
- 18.7 **Public Entity Crime Information Statement** - "A person or affiliate who has been placed on the convicts vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform Work as a Design-Build Firm, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."
- 18.8 **Unauthorized Aliens** - The Owner shall consider the employment by any Design-Build Firm of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract.
- 18.9 **Third Party Clause** - This contract is for the sole benefit of the Design-Build Firm and Owner and not for subcontractor(s) or sub-subcontractor(s). Except as expressly provided in this Article, there are no third-party beneficiaries of this Agreement. This Agreement does not create or confer any legal claim or cause of action in favor or any party not a signatory to this Agreement and the obligations and legal duties imposed on any party by this Agreement are owed exclusively to the other party or parties and are not owed to any party not a signatory to this Agreement.
- 18.10 **Contingent Fees** - The Design-Build Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Build Firm, to solicit or secure this Agreement, 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 Design-Build Firm, any commission, percentage gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions the Owner shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 18.11 **Electronic Mail Capabilities** - The Design-Build Firm must have electronic mail capabilities through the World Wide Web. It is the intention of the Owner to use electronic communication for all Projects whenever possible. The Design-Build Firm shall provide their electronic mail address and the name of a contact person responsible for their electronic communications.
- 18.12 **Discrimination Provision** - Neither party will discriminate on the basis of race, color, ethnicity, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information or against any qualified individual with disabilities, in its employment practices or in the admission and treatment of students. Recognizing that sexual harassment constitutes discrimination on the basis of sex and violates this provision, the College and Design-Build Firm will not tolerate such conduct.
- 18.13 **Severability** - Any portion of the provision of this contract contained herein deemed to be invalid shall not void any other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Witnesses (2) as to the Design-Build Firm:

LEMA CONSTRUCTION AND DEVELOPERS, INC.

By: _____
Johnathan Stanton, President

Witnesses (2) as to the Owner:

**BOARD OF TRUSTEES OF
ST. PETERSBURG COLLEGE**

By: _____
William D. Law, Jr., President and
Secretary to the Board of Trustees of
St. Petersburg College

EXHIBIT A.1

BUDGET AND PLANNING

Date Updated: 10/10/2016

**Proposed Budget
Construct New Student Success Center
SPG 301-D-17-3**

FUNDING	SOURCE	AMOUNT
	PECO 16/17, 17/18, matching	\$ 23,825,000
Total Funds		\$ 23,825,000

CONSTRUCTION	Unit	\$/Unit	Cost
Construction costs	60,000	\$ 316.67	\$ 19,000,000
Total			\$ 19,000,000

OTHER PROJECT COSTS	% of Construction Cost	Cost
Architect/engineer fees (per our contract fee schedule)	5.46%	\$ 1,037,000
Civil Engineering fees	0.84%	\$ 160,000
Pre-Construction Services	0.53%	\$ 100,000
FL Building Code/on site rep	1.50%	\$ 285,000
Testing/surveys	1.00%	\$ 190,000
Adver. Security, access control	1.57%	\$ 298,000
Owners contingency	3.00%	\$ 570,000
Landscaping and Irrigation	0.50%	\$ 95,000
Furniture	7.00%	\$ 1,330,000
Technology/Equipment (not in cost of const.)	4.00%	\$ 760,000

25.39% \$ 4,825,000

TOTAL PROJECT COSTS \$ 23,825,000

Deficit/ Surplus \$ 0

**EXHIBIT A.2 - DESIGN BUILD
GUARANTEED MAXIMUM PRICE**

Date:

Student Success Center St. Peterburg Gibbs Campus #301-D-17-3

THIS FORM IS TO BE SUBMITTED AS PART OF EACH PROJECT GMP AND APPROVED BY THE OWNER

GUARANTEED MAXIMUM PRICE BREAKDOWN		
DESCRIPTION	AMOUNT	
Design Fees:		
Architect's Fee (based on SPC fee schedule complex B) for total construction costs (provide payment schedule)	\$ -	
Civil Engineering Fees (provide payment schedule)		
Pre-Construction Services	\$ -	Lump Sum
Total Design Fees	\$ -	
Construction Cost:		
General Conditions (provide itemized breakdown)	\$ -	
Insurance	\$ -	
Bonds	\$ -	
Subtotal - General Conditions	\$ -	
Value of Divisions 02000 - Division 17000 (33000)	\$ -	
Subtotal - Construction Cost	\$ -	
CPF - Construction Phase Fee (based on subtotal of construction cost)	\$ -	4.0%
OH&P - Overhead and Profit (based on subtotal of construction cost)	\$ -	4.5%
Total Construction Cost (including CPF & OH&P)	\$ -	
Owner's Contingency (based on total of construction cost)	\$ -	3.0%
Guaranteed Maximum Price		\$0.00

LIQUIDATED DAMAGES			
Substantial Completion Date		Associated Liquidated Damages Per Diem	\$600/Day
Final Completion Date		Associated Liquidated Damages Per Diem	\$300/Day

CONSTRUCTION MANAGER AT RISK			
Name	Title	Salary	Duration (# of Weeks)
	Project Manager		
	Assistant Project Manager		
	Project Superintendent		
	Office Administrator		

EXHIBIT B

**DESIGN-BUILD FIRM'S AFFIDAVIT OF
CONTRACT COMPLETION**

OWNER: _____

PROJECT: _____

DESIGN-BUILD FIRM: _____

CONTRACT FOR: _____

CONTRACT DATE: _____ CONTRACT AMOUNT: _____

DESIGN-BUILD FIRM'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named contract and all amendments thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the Project have been paid; that no liens have been attached against the Project; that no suits are pending or threatened by reason of Work on the Project under the contract; that all Workmen's Compensation claims are covered by Workmen's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Design Build Firm shall save, protect, defend, indemnify, and hold the Owner harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the Work contemplated under said contract.

DESIGN-BUILD FIRM:

Title: _____

Date: _____

State of _____

County of _____

Acknowledged, sworn to and subscribed to before me this _____ day of _____, 20__ by
_____ who is _____ personally known to me or _____ has produced
_____ as identification.

Notary public
My Commission Expires

Printed, typed or stamped commission of notary public

EXHIBIT C

ADMINISTRATIVE RECORDS

Contracts or Purchase Orders
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records:
 Direct Tax Saving Purchase Program and Sales Tax Recovery Status Report
 Labor Costs
 Material Costs
 Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Print and corresponding CADD disks
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records
Inspection Reports
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Project Manual

The Project records shall be available at all times to the Owner for reference or review.

EXHIBIT D

AS BUILT DOCUMENTS CERTIFICATION

“This certifies that, to the best of my knowledge and belief, these As-Built documents indicate all changes or corrections made in the actual construction, and, such indicate how the Project is constructed.”

Typed Company Name

Signature

Typed Name and Title

Date

EXHIBIT E APPLICATIONS FOR PAYMENTS

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: THE BOARD OF TRUSTEES
ST. PETERSBURG COLLEGE, PO BOX 13489
ST. PETERSBURG, FL 33733

FROM CONTRACTOR:

PROJECT NAME:
VIA (ARCHITECT):

APPLICATION #:
PERIOD TO:
PROJECT #:
CONTRACT DATE:
PURCHASE ORDER #:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, with details is attached.

- 1 ORIGINAL CONTRACT SUM \$0.00
- 2 Net change by Change Orders \$
- 3 CONTRACT SUM TO DATE \$0.00
- 4 Direct Purchase / Sales Tax Savings \$0.00
(Column G on Cont. Sheet)
- 5 TOTAL COMPLETED & STORED TO DATE \$0.00
(Column G on Cont. Sheet)

- 6 RETAINAGE \$0.00
a. ___% of Completed Work
b. ___ Stored Material \$0.00
Total Retainage \$0.00

- 7 TOTAL EARNED LESS RETAINAGE \$0.00
(Total Column I on Cont. Sheet)
- 8 LESS PREVIOUS CERTIFICATES FOR PAYMENT \$0.00

- 9 CURRENT PAYMENT DUE \$0.00
(Line 7 less Line 8)

- 10 BALANCE TO FINISH, PLUS RETAINAGE \$0.00
(Line 3 less Line 4 less Line 5 plus Line 6)

State of: Florida County of: Pinellas
Acknowledged, subscribed and sworn to before me this ___ day of ___ 20___
Notary Public: _____

My Commission expires: _____

AMOUNT CERTIFIED:\$
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT:

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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this month			
Number	Date Approved		
TOTALS \$		\$	\$
Net change by Change Orders		\$	\$

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

CONTRACTOR: TBD Construction, Inc.

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

EXHIBIT F
SAMPLE CONSENT OF SURETY FORM

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

Project Name: _____

Location: _____

A/E#: _____

TO (Owner): _____

Address: _____

City/ State/ Zip: _____

Contractor: _____ Contract Date: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

_____, Surety Company,

on bond of (here insert name and address of Contractor)

_____, Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to the _____, Owner, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this _____ day of _____, _____

Surety Company

Signature of Authorized Representative

Attest:
(Seal)

Title

EXHIBIT G

FINANCIAL CLOSEOUT CHECKLIST

ITEMS TO BE SUBMITTED WITH DESIGN-BUILD FIRM'S REQUEST FOR FINAL PAYMENT

Finance Administrative Assistant (FAS)

(Initialed off by FAS that items are completed prior to submittal to Associate General Counsel for review and approval)

- _____ 1. Certificate of Contract Completion (Contract **Exhibit B**)
- _____ 2. Executed Consent of Surety to make Final Payment
- _____ 3. Executed Certificate - List of Subcontractors and Material Suppliers (SPC Form 743)
- _____ 4. Executed Final Waiver of Lien (SPC Form 744) by Design-Build Firm and all subcontractors and material suppliers. All lien waivers must be signed by a Corporate Officer or must be accompanied by a Corporate Authorization Letter, signed by a Corporate Officer dated prior to the execution of the lien waiver, stating the person signing the waiver is authorized to do so. Note: No lien waivers are required for direct purchase material suppliers.
- _____ 5. Warranty/Guarantee Certificate from Design-Build Firm (SPC Form 745) one-year guarantee from the date of substantial completion as shown on the Certificate of Substantial Completion.
- _____ 6. Warranty/Guarantee Certificate from SubFirms and Material Suppliers (SPC Form 746) one-year guarantee from the date of substantial completion, by all subFirms and material suppliers listed on SPC Form 743.
- _____ 7. Notarized certificate on Design-Build Firm's letterhead stating that social security and unemployment taxes have been paid. (SPC Form 749)
- _____ 8. Affidavit of compliance with applicable provisions of Chapter 446 Florida Statutes, Section 446.011 through 446.092 when participating in apprenticeship program; or affidavit stating that the Design-Build Firm is not participating. (SPC Form 748)
- _____ 9. Design-Build Firm's Certificate stating that no material containing asbestos has been installed in the Work performed under the contract for this Project. (SPC Form 747)

Reviewed & Approved by Associate General Counsel

Date

PROJECT CLOSEOUT COORDINATOR AND CERTIFIED BUILDING OFFICIAL CLOSEOUT CHECKLIST

ITEMS TO BE SUBMITTED WITH DESIGN-BUILD FIRM'S REQUEST FOR FINAL PAYMENT

Project Closeout Coordinator (PCC)

(Initialed off by PCC that items are completed prior to release of Final Payment)

(NOTE: On Items 10-13, submit 2 hard copies and 1 electronic copy in PDF format. For As-Built drawings, provide 1 additional electronic copy in AutoCAD format.):

- _____ 1. Extended warranty/guarantee documents executed by subcontractors, suppliers and manufacturers, plus certification that the Design-Build Firm has delivered attic stock (physical goods) and provided any applicable training along with attendance lists, and that training manuals have been provided as required. Documents should be assembled in binder with durable plastic cover and table of contents with each extended warranty/guarantee dated the actual date of substantial completion.

- _____ 2. Record As-Built drawings and specifications; Project manual and all addenda and authorized change orders. Originated by the Design-Build Firm, checked and verified by the architect that documents are accurate and complete, then reviewed, certified, and initialed by PC that they are the As-Built.

- _____ 3. Operations and maintenance manuals, shop drawings, product data and schedules, and list of subcontractors with telephone number and addresses. Originated by the Design-Build Firm, checked and verified by the architect.

- _____ 4. Interior Finish Submittals and Samples.

- _____ 5. Verification from Site Supervisor that Owner personnel have been trained in the operation of their new equipment (per system: HVAC, controls, fire alarm, etc.) and that they have received attic stock (physical goods).

- _____ 6. All punch list items corrected via Architect's Certificate of Final Inspections (OEF Form 209)

Certified College Building Official (CBO)

Initialed off by CBO that items are completed prior to release of Final Payment)

- _____ 7. The Design-Build Firm requests a Certificate of Occupancy which will be completed and issued by the College Building Official. (OEF Form 110B)

Note: All required documentation set forth above shall be in compliance with the St. Petersburg College's current Design Guidelines.

EXHIBIT H

FEE SCHEDULE (A/E)

The architect's fee for this Project will be the fee for Group "B" based on the complexity and construction cost.

ST. PETERSBURG COLLEGE

**ARCHITECTS/ENGINEERS FEE SCHEDULE
OR PROJECT COMPLEXITY BASED ON TYPE OF PROJECT**

GROUP "A" – CONSIDERABLY MORE THAN AVERAGE COMPLEXITY – NEW
Not anticipated for use presently

GROUP "B" – MORE THAN AVERAGE COMPLEXITY – NEW AND RENOVATIONS
Science/Health Laboratories, Theaters, Auditoriums, Museums, Indoor
Firing Range, Food Service Facilities

GROUP "C" – MAINTENANCE, REPAIRS, RENOVATIONS, AND REMODELING
Miscellaneous Maintenance, Repairs, Renovations, Remodeling, Safety-
To-Life Corrective Work

GROUP "D" – AVERAGE COMPLEXITY – NEW
General Office Space, General Teaching Space, Gymnasium, Indoor
Recreational Facilities, Libraries, Laboratory Classrooms/Buildings,
Computer/ITMS/Mathematics/Reading Labs, Special Purpose Classrooms, Support
Service Building.

GROUP "E" – LESS THAN AVERAGE COMPLEXITY – NEW
Service Garages, Outdoor Recreational Facilities, Repetitive Design
Facilities, Office Building with Undefined Interior Space (open for later
partitioning), Specialized Parking Structures.

GROUP "F" – CONSIDERABLY LESS THAN AVERAGE COMPLEXITY
Parking Lots, Warehouses, Parking Garages, Storage Facilities, Roofs

SCHEDULE OF ARCHITECTURAL FEES

Construction Cost \$	Group A	Group B	Group C	Group D	Group E	Group F
0 - 25,000	2,735	2,480	2,470	2,250	1,990	1,745
25,001 - 50,000	2,735 + .0992D	2,480 + .0906D	2,470 + .0926D	2,250 + .0824D	1,990 + .0740D	1,745 + .0658D
50,001 - 75,000	5,215 + .0938D	4,745 + .0862D	4,785 + .0894D	4,310 + .0790D	3,840 + .0720D	3,390 + .0642D
75,001 - 100,000	7,560 + .0924D	6,900 + .0852D	7,020 + .0880D	6,285 + .0782D	5,640 + .0704D	4,995 + .0638D
100,001 - 200,000	9,870 + .0875D	9,030 + .0809D	9,240 + .0860D	8,240 + .0748D	7,400 + .0684D	6,590 + .0621D
201,001 - 300,000	18,620 + .0828D	17,120 + .0772D	17,840 + .0832D	15,720 + .0720D	14,240 + .0661D	12,800 + .0604D
300,001 - 400,000	26,910 + .0805D	24,840 + .0748D	26,160 + .0816D	22,920 + .0700D	20,850 + .0647D	18,840 + .0596D
400,001 - 500,000	34,960 + .0784D	32,320 + .0738D	34,320 + .0803D	24,970 + .0688D	27,320 + .0638D	24,800 + .0590D
500,001 - 600,000	42,800 + .0772D	39,700 + .0728D	42,350 + .0799D	36,800 + .0676D	33,700 + .0632D	30,700 + .0585D
600,001 - 700,000	50,250 + .0751D	46,980 + .0706D	50,340 + .0790D	43,560 + .0670D	40,020 + .0618D	36,480 + .0580D
700,001 - 800,000	58,030 + .0741D	54,040 + .0700D	58,240 + .0784D	50,260 + .0662D	46,200 + .0620D	42,280 + .0580D
800,001 - 900,000	65,440 + .0737D	61,040 + .0700D	66,080 + .0781D	56,880 + .0657D	52,400 + .0610D	48,080 + .0565D
900,001 - 1,000,000	72,810 + .0719D	68,040 + .0660D	73,890 + .0761D	63,450 + .0655D	58,500 + .0600D	53,730 + .0567D
1,000,001 - 2,000,000	80,000 + .0686D	74,700 + .0655D	81,500 + .0749D	69,800 + .0622D	64,500 + .0589D	59,400 + .0556D
2,000,001 - 3,000,000	148,600 + .0647D	140,200 + .0617D	156,000 + .0728D	132,000 + .0594D	123,400 + .0566D	115,000 + .0539D
3,000,001 - 4,000,000	213,300 + .0619D	201,900 + .0597D	228,900 + .0707D	191,400 + .0574D	180,000 + .0552D	168,900 + .0531D
4,000,001 - 5,000,000	275,200 + .0593D	261,600 + .0574D	299,600 + .0694D	248,800 + .0562D	235,200 + .0538D	222,000 + .0520D
5,000,001 - 6,000,000	334,500 + .0585D	319,000 + .0572D	369,000 + .0690D	305,000 + .0550D	289,000 + .0542D	274,000 + .0518D
6,000,001 - 7,000,000	393,000 + .0564D	376,200 + .0557D	438,000 + .0681D	360,000 + .0544D	343,200 + .0523D	325,800 + .0515D
7,000,001 - 8,000,000	449,400 + .0562D	431,900 + .0545D	506,100 + .0675D	414,400 + .0536D	395,500 + .0525D	377,300 + .0507D
8,000,001 - 9,000,000	505,600 + .0542D	486,400 + .0536D	573,600 + .0669D	468,000 + .0522D	448,000 + .0515D	428,800 + .0505D
9,000,001 - 10,000,000	559,800 + .0532D	540,000 + .0520D	640,800 + .0662D	520,200 + .0520D	499,500 + .0505D	478,500 + .0505D

D = DIFFERENCE BETWEEN THE CONTRACT AMOUNT & THE HIGHEST AMOUNT IN THE NEXT LOWEST ROW
 EXAMPLE: GROUP C

CONSTRUCTION COST = \$675,000
 FEE = \$50,340 + .0790(\$75,000) = \$56,265

SCHEDULE OF ARCHITECTURAL FEES

Construction Cost \$	Group A	Group B	Group C	Group D	Group E	Group F
10,000,001 - 11,000,000	613,000 + .0524D	592,000 + .0514D	707,000 + .0658D	572,200 + .0514D	550,000 + .0504D	529,000 + .0493D
11,000,001 - 12,000,000	665,400 + .0516D	643,400 + .0510D	772,800 + .0650D	623,600 + .0507D	600,400 + .0500D	578,300 + .0492D
12,000,001 - 13,000,000	717,000 + .0507D	694,400 + .0504D	837,800 + .0646D	674,300 + .0502D	650,400 + .0496D	627,500 + .0491D
13,000,001 - 14,000,000	767,700 + .0499D	744,800 + .0499D	902,400 + .0644D	724,500 + .0498D	700,000 + .0494D	676,600 + .0490D
14,000,001 - 15,000,000	817,600 + .0494D	794,700 + .0493D	966,800 + .0638D	774,300 + .0493D	749,400 + .0490D	725,600 + .0489D
15,000,001 - 16,000,000	867,000 + .0490D	844,000 + .0488D	1,030,600 + .0636D	823,600 + .0490D	798,400 + .0487D	774,500 + .0488D
16,000,001 - 17,000,000	916,000 + .0489D	892,800 + .0486D	1,094,200 + .0633D	872,600 + .0486D	847,100 + .0485D	823,300 + .0485D
17,000,001 - 18,000,000	964,900 + .0481D	941,400 + .0480D	1,157,500 + .0629D	921,200 + .0482D	895,600 + .0481D	871,800 + .0482D
18,000,001 - 19,000,000	1,013,000 + .0472D	989,400 + .0476D	1,220,400 + .0627D	969,400 + .0480D	943,700 + .0480D	920,000 + .0480D
19,000,001 - 20,000,000	1,060,200 + .0471D	1,037,000 + .0470D	1,283,100 + .0625D	1,017,400 + .0476D	991,700 + .0477D	968,000 + .0479D
20,000,001 - 21,000,000	1,107,300 + .0470D	1,084,000 + .0470D	1,345,600 + .0622D	1,065,000 + .0474D	1,039,400 + .0475D	1,015,900 + .0478D
21,000,001 - 22,000,000	1,154,300 + .0462D	1,131,000 + .0464D	1,407,800 + .0619D	1,112,400 + .0470D	1,086,900 + .0473D	1,063,700 + .0476D
22,000,001 - 23,000,000	1,200,500 + .0458D	1,177,400 + .0462D	1,469,700 + .0618D	1,159,400 + .0468D	1,134,200 + .0471D	1,111,300 + .0475D
23,000,001 - 24,000,000	1,246,300 + .0449D	1,223,600 + .0460D	1,531,500 + .0615D	1,206,200 + .0466D	1,181,300 + .0469D	1,158,800 + .0473D
24,000,001 - 25,000,000	1,291,200 + .0448D	1,269,600 + .0454D	1,593,000 + .0613D	1,252,800 + .0463D	1,228,200 + .0467D	1,206,100 + .0472D
25,000,001 - 26,000,000	1,336,000 + .0447D	1,315,000 + .0453D	1,654,300 + .0611D	1,299,100 + .0461D	1,274,900 + .0465D	1,253,300 + .0471D
26,000,001 - 27,000,000	1,380,700 + .0446D	1,360,300 + .0452D	1,715,400 + .0609D	1,345,200 + .0458D	1,321,400 + .0464D	1,300,400 + .0470D
27,000,001 - 28,000,000	1,425,300 + .0445D	1,405,500 + .0449D	1,776,300 + .0607D	1,391,000 + .0457D	1,367,800 + .0462D	1,347,400 + .0469D
28,000,001 - 29,000,000	1,469,800 + .0442D	1,450,400 + .0446D	1,837,000 + .0605D	1,436,700 + .0455D	1,414,000 + .0460D	1,394,300 + .0467D
29,000,001 - 30,000,000	1,514,000 + .0430D	1,495,000 + .0442D	1,897,500 + .0604D	1,482,200 + .0452D	1,460,000 + .0459D	1,441,000 + .0466D
30,000,001 - 31,000,000	1,557,000 + .0429D	1,539,200 + .0441D	1,957,900 + .0602D	1,527,400 + .0451D	1,505,900 + .0458D	1,487,600 + .0465D
31,000,001 - 32,000,000	1,599,900 + .0428D	1,583,300 + .0437D	2,018,100 + .0599D	1,572,500 + .0449D	1,551,700 + .0457D	1,534,100 + .0464D

D = DIFFERENCE BETWEEN THE CONTRACT AMOUNT & THE HIGHEST AMOUNT IN THE NEXT LOWEST ROW

EXAMPLE: GROUP C

CONSTRUCTION COST = \$675,000

FEE = \$50,340 + .0790(\$75,000) = \$56,265