



DESIGN-BUILD SERVICES TO CONSTRUCT
CHARTER SCHOOL CLASSROOMS

REQUEST FOR STATEMENTS OF QUALIFICATIONS

- EVALUATION PROCEDURES
- EXPERIENCE QUESTIONNAIRE
- PACKET CHECKLIST
- LETTER OF INTENT

**STATEMENTS OF QUALIFICATIONS DUE:
MARCH 8 2019 3:00PM E.S.T.**

Physical Address:

**Pepin Academies of Pasco County
9804 Little Road
New Port Richey, Fl. 34654**

Mailing Address:

**Pepin Academies of Pasco County
9804 Little Road
New Port Richey, Fl. 34654**

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The Board of Directors of Pepin Academies of Pasco County Inc. announces Design-Build Services will be required by qualified Design-Build firms in the State of Florida to provide pre-design activities, design phase, bid and award phase, construction phase and minimum One-year Warranty for the following:

To provide complete Design-Build services to build out classrooms, bathrooms, cafeteria, and labs structure located at 7710 Osteen Road, New Port Richey, Florida. Construction services to be provided may include, but not be limited to: heating, ventilation and air-conditioning (HVAC); civil; environmental and site development; waterproofing; classrooms; laboratories; offices; general construction; and related support service areas. The square footage is anticipated to be approximately 30,000 square feet. All projects are intended to be completed in accordance with Charter School standards including but not limited to “sustainable” design standards. Self-performance of trade work will be acceptable as approved. Permitting and associated costs are the responsibility of the Design-Builder. When the construction documents are sufficiently complete to establish the scope of work for the project or any portion thereof, the Construction Manager (CM) will establish in writing to the school for approval a Guaranteed Maximum Price (GMP) for the project. Once the GMP for construction on the project is agreed upon, the facility committee may recommend to the Board of Directors to award the Construction Management firm the CM at Risk Contract. However, if a GMP cannot be agreed upon, the school may solicit other CM at Risk Firms. Design and construction to be completed no later than May 31st, 2020.

Design-Build firms interested in competing for the project must apply in writing and must submit the information required by the Request for Statements of Qualifications (RFQ) application packet, which includes but is not limited to:

1. the company’s history, structure, personnel, licenses, and experience;
2. related projects similar in scope or amount completed by the company, including name of client or its representative;
3. financial information such as balance sheet and statement of operations;
4. Sample Insurance certificate
5. project management, scheduling, and cost control systems the company uses for similar projects;
6. cost control and value engineering techniques;
7. and description of litigation, major disputes, contract defaults and liens in the last five (5) years.

The application process will also include:

8. a mandatory pre-statement submission meeting for any firm interested in being considered for the required services;
9. an interview and/or presentation with the three to five shortlisted firms;
10. and confirmation of references.

All interested firms will also understand and agree to the following minimum project requirements as set forth in the RFQ:

- Construction schedule to allow Completion in 2020.
- Bonding capacity based on project amount.

All Design-Build firms interested in being considered for selection must obtain the RFQ packet from the Charter School. Statements of Qualifications must be received by the Charter School **no later than 3 p.m., Friday, March 8, 2019. The Charter School will not be responsible for late submissions or delays in delivery.**

All expenses involved in the preparation and submission of Statements of Qualifications to the Charter School, or any work performed in connection therewith, shall be borne by the firm(s) submitting the statement. No payment will be made for any responses received or for any other effort required of, or made by, the firm submitting the statement prior to contract management.

**By order of the Board of Directors of Pepin Academies
of Pasco County Inc is an Equal Access/Equal Opportunity Employer**

EVALUATION PROCEDURES

I GENERAL INSTRUCTIONS

- A. This Application shall not be more than 80 pages including the Experience Questionnaire. The Experience Questionnaire and all forms, reports or statements included in this application shall be typed or printed. Any corrections made to the Experience Questionnaire, forms, reports or statements, by the applicant prior to the designated deadline, shall be initialed and dated by the same person signing the Experience Questionnaire.

This application shall be submitted to:

Pepin Academies of Pasco County Inc
9804 Little Road
New Port Richey, Fl. 34654

Deadline: Each Statement of Qualification must be received by no later than 3 p.m., March 8, 2019. Statements received after the designated deadline will be returned unopened to the submitting firm. The Charter School reserves the right to reject any application deemed to be not in compliance with these instructions.

- B. Interested firms must email complete Statements of Qualifications in electronic form (scanned PDF's where signatures are required) to charlie.burke@theacademies.us or mail/deliver thumb drive or Compact Disc (CD) containing all necessary information. Each Statement of Qualification must include:
- one (1) copy of the audited financial statements, and
 - one (1) copy of the required Unconditional Letter of Intent from your bonding company, and
 - one (1) copy of a Public Entity Crime statement per Section 287.133(2)(a), F.S.
- C. The Experience Questionnaires must contain an original signature of an authorized representative of the responding firm. If the firm is a Corporation, furnish proof of good standing by Secretary of State, Division of Corporations along with and one (1) copy of the current Florida License.
- D. The Request for Qualifications Checklist must be completed and included with the complete package. The Checklist must contain an original signature of an authorized representative of the responding firm.
- E. Each firm must respond completely to each of the items on the Experience Questionnaire.
- F. Firms responding to this Request for Statements of Qualifications must be available for an interview and/or presentation with the Design-Build Services Selection Team.
- G. Questions concerning this Request for Statements of Qualifications should be directed in writing to Charles D. Burke, CFO, Pepin Academies of Pasco County at Charlie.burke@theacademies.us.
- H. The Charter School is not responsible for any cost incurred by the firms prior to the issuance of an executed contract.

II SELECTION CRITERIA

(Points only to be used by Selection Team at Step 2)

Interested firms must respond to the following items on the forms provided in the Experience Questionnaire.

A. General Information & Location:

Complete the attached **Experience Questionnaire** accurately. The information contained therein is an essential part of the firm's overview to be considered here. This information contains the key elements as contained in Florida Statute, including local and corporate location and current and projected workloads.

B. Ability and Financial Capability:

Here the Screening Committee (and if the firm is selected to advance, the Selection Team) will consider the financial condition and past experience of the firm and that of the proposed staff to assign a rating to the firm's ability to perform on the specific project being considered.

Also, submit the firm's financial statement and an audited report, with comments, and not older than one (1) year. If the most current report has not yet been audited, the previously audited report, with comments, shall accompany the most recent financial statement.

Itemize projects for the previous three (3) year period by:

Contract Name, Contract Amount and indicate any value of uncompleted work (included in Experience Questionnaire)

C. Related Experience:

Complete this section of the Experience Questionnaire accurately. Use a separate form for each completed and current project similar to the size and scope of this project. Please indicate the firm's ability as it relates to Classroom Buildings, institutional projects, larger in scope and size as well as smaller commercial type projects.

D. Scheduling and Cost Control:

Ability to provide scheduling and cost control. The information should describe the firm's scheduling and methods of cost control systems.

E. On-Site & In-House Office Staff:

Separately describe the specific project related capabilities of the firm's on-site & in-house office staff. Provide a resume of the key personnel who will be in direct support of this project, including, but not limited to the following:

1. Name, title and assignment for this project
2. Number of years with this firm
3. Number of years with other firms
4. Experience
 - a. Types of projects
 - b. Size of projects (dollar value & square footage),
 - c. Specific project involvement
5. Indicate which projects were fast tracked
6. Education
7. Active registration
8. Other experience and qualifications that is relevant to this project, such as:
 - a. Design Expertise - review and analysis
 - b. Budget Estimating & Cost Control
 - c. Life Cycle Cost Analysis
 - d. Scheduling
 - e. Quality Control - design and construction
 - f. Claims Management
 - g. Project Close-out

With respect to both on-site and in-house office staff, provide an organizational chart, as it will relate to this project, indicating key personnel and their relationships. Indicate each staff member's assignments and responsibilities. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.

F. Beneficial Community Impact

Describe the means by which the local community will be included in the construction and/or related services within the entire scope of the project. "Local community" is defined as Pasco County, Florida.

G. Insurance Program

Enclosed is a copy of the insurance requirements for this contract. Please review and be prepared to submit Certificate of Insurance on all types of insurance at time of award letter of each component project assigned during the contract period.

H. Bonding Requirement: Threshold component

Bonding the Guaranteed Maximum Price contract is a requirement, therefore, provide a written **unconditional statement** as set forth in the precise attached unconditional language used in the **Letter of Intent** form from the firm's Bonding Company indicating the Bonding Company's willingness to bond this project if awarded to this firm and attach it to the firm's Financial Statement. See attached Letter of Intent Form (Appendix B).

I. Public Entity Crime Statement

Provide a Public Entity Crime statement per Section 287.133(2)(a), Florida Statutes, and include it with the firm's Financial Statement and Bonding Unconditional Letter of Intent under separate cover from the completed Experience Questionnaire. (See Appendix C)

EXPERIENCE QUESTIONNAIRE

GENERAL INFORMATION & LOCATION

Submitted by: _____
Address: _____
Email Address: _____
Telephone: () _____ Fax: () _____
Contractor's License #: _____
Expiration Date: _____
Check One: A Corporation A Partnership An Individual A Joint Venture
***If a Limited Liability Company, please complete this section in accordance with your firm's Federal Income Tax filing status.*

The Firm acknowledges that information provided in this Experience Questionnaire is for the express purpose of inducing the Charter School to award a contract to the Firm and further the Firm acknowledges that the Charter School may at its discretion, by means which the Charter School may choose, determine the truth and accuracy of all statements made by the Firm.

ORGANIZATION

Current Firm Name: _____
How many Years has this Firm been in business? _____
Previous Firm Name: _____
How many years had the previous Firm been in business? _____
Indicate Firm History (chronology), attach additional sheets as needed.

If a **Corporation**: Complete the following:

Date of Incorporation: _____
State of Incorporation: _____
President's name: _____
Vice President's name: _____
Secretary's name: _____
Treasurer's name: _____
Address of Primary Corporate Office: _____
Address of Office Handling this Project: _____

If a **Partnership**: Complete the following:

Date of Organization: _____
State whether it is a general or limited partnership:

Name and Address of Partners:

Address of Primary Corporate Office: _____

Address of Office Handling this Project:

If an **Individual** Proprietorship complete the following:

Date of Organization:

Name of Owner:

Address of Primary Corporate Office:

Address of Office Handling this

Project:

SUBSIDIARY or AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

Name and Address of Subsidiary or Affiliated Companies:

Explain in detail the Principal's interest in this Company and Nature of Business

1. Is your Firm currently pre-qualified with any government agency?

Yes No

If yes, please list agency/agencies:

2. Within the previous seven (7) fiscal years, has your Firm been denied a contract award on which you submitted the low bid, or been refused pre-qualification?

Yes No

If yes, please explain:

3. Within the previous seven (7) fiscal years, has your Firm failed to complete a project?

Yes No

If yes, state the name of the project, the Firm's responsibilities, and the reason for failure to complete.

4. Within the previous seven (7) fiscal years, has your Firm been involved in litigation or legal challenge pursuant to the Florida Administrative Procedures Act (APA)?

Yes No

If yes, state the name of the project, the Firm's responsibilities, and explain the nature and current status.

5. Within the previous seven (7) fiscal years have there been any liquidated damages, penalties, liens, defaults, or cancellations imposed or filed against your Firm? Yes No

If yes, state the name of the project, the Firm's responsibilities, and explain the nature and current status.

6. Within the previous seven (7) fiscal years, has your Firm declared bankruptcy? Yes No

If yes, please explain:

7. Provide letters of reference and recommendations from previous owners and architects and attach to this questionnaire.

RELATED EXPERIENCE

The next two pages are forms which should be duplicated as necessary to list your Firm's Completed Projects and Current Projects.

COMPLETED PROJECTS

Major consideration will be given to the successful completion of previous projects comparable in scope and complexity.

List the most recently completed projects that best illustrate the experience of the Firm and the current staff being assigned this project. List no less than three (3) nor more than ten (10) projects, nor projects which were completed more than ten (10) years ago. *(Duplicate this page as necessary to list projects)*

Project Description

Project Name: _____
Project Location: _____
Project Scope: _____
Project Size: _____
(gross square feet) _____
Original Contract Amount: \$ _____

Final Contract Amount: \$ _____
Explain Differences in _____
Contract Amounts _____

Firm's Role in the Project

Firm's Responsibility: _____
(Contractor, Project _____
Manager, Design-Build, etc.) _____
Project Staff: _____
Principal in Charge: _____
Project Manager: _____
Other: _____

Project Duration

Completion Dates: _____
Original: _____
Revised: _____
Actual: _____
Explain Differences in _____
Completion Dates: _____

Owner Information

Owner: _____
Contact Person & Title: _____
Address: _____
Email Address: _____
Telephone: () _____ Fax: () _____

Architect/Engineer Information

Project Architect/Engineer: _____
Contact Person: _____
Title: _____
Address: _____
Email Address: _____
Telephone: () _____ Fax: () _____

CURRENT PROJECTS

List and indicate the status of current projects under contract as of the date of this Application. Indicate whether the project is in progress or awarded and not yet begun.
(Duplicate this page as necessary to list projects)

Project Description

Project Name: _____
Project Location: _____
Project Scope: _____

Project Size: _____
(gross square feet) _____

Total Amount of Your _____
Contract: \$ _____
Uncompleted Amount of _____
Contract: \$ _____

Firm's Role in the Project

Firm's Responsibility: _____
(Contractor, Project
Manager, Design-Build, etc.) _____
Project Staff: _____
Principal in Charge: _____
Project Manager: _____
Other: _____

Contract Information

Contract Status: _____
(Awarded & Not Yet Begun, In Progress, In Progress & Stopped, etc.)
Explanation: _____
Is the Project on schedule? Yes No
If no, please explain: _____
Other: _____

Owner Information

Owner: _____
Contact Person & Title: _____
Address: _____
Email Address: _____
Telephone: () _____ Fax: () _____

Architect/Engineer Information

Project Architect/Engineer: _____
Contact Person: _____
Title: _____
Address: _____
Email Address: _____
Telephone: () _____ Fax: () _____

PRINCIPAL/OFFICER SIGNATORY PAGE

The enclosed financial information, the Firm's financial statement and Bonding Company's letter of intent as required by this Request for Qualifications is a true and accurate representation of the financial status of this Firm.

The undersigned certifies that she/he is a principal or officer of the Firm, authorized to sign on behalf of the Firm and certifies that all information included within this application is true and accurate and that all statements of intent or proposed future action (including the assignment of personnel and the provisions of services) will be honored by the Firm if awarded the contract.

For and on behalf of the Firm:

(SIGNATURE)

(TYPED NAME)

(TITLE)

Separate Enclosures to Experience Questionnaire:

1. Financial Statements
2. Letter of Intent
3. Public Entity Crime Statement

APPENDIX

Appendix A	Packet Checklist
Appendix B	Letter of Intent
Appendix C	Public Entity Crime Statement
Appendix D	Article 14: Insurance, Indemnity, and Waiver of Subrogation



DESIGN-BUILD SERVICES FOR
CONSTRUCT SCIENCE LABS AND CLASSROOMS, BAY PINES

**REQUEST FOR STATEMENTS OF
QUALIFICATIONS**

PACKET CHECKLIST

Please confirm that all of the following materials have been submitted by checking off each item below. This checklist shall be included **separately** at the time of submission for staff to verify its completion.

- Electronic Submittals – submit entire packet either by email attachment(s) or deliver on thumb drive or Compact Disc (“CD”). Packets must include all responses to the information requested on the selection criteria document as well as the firm’s Completed Experience Questionnaire.
- One (1) copy (PDF) of the audited financial statements as described in Section III, B – Ability and Financial Capability, and
- One (1) copy (PDF) of the required Unconditional Letter of Intent from your bonding company described in Section III, H, and
- One (1) copy (PDF) of a Public Entity Crime statement per Section 287.133(2)(a), Florida Statutes, as described in Section III, I.

The undersigned certifies that she/he is a principal or officer of the firm, or their designee, authorized to sign on behalf of the firm and certifies that all of the aforementioned items have been included with the firm’s completed applicant package.

For and on behalf of the firm:

(SIGNATURE)

(TYPED NAME)

(TITLE)

LETTER OF INTENT

This exact language must be submitted on Surety (bonding company) Letterhead. Failure to provide this unconditional letter of intent will result in denial of consideration of your Firm for this project. Letter of Intent shall be submitted under separate cover along with Firm's financial statement.

DATE: _____

The Board of Directors
Pepin Academies of Pasco County
9804 Little Road
New Port Richey, Fl. 34654

To Whom It May Concern:

In the event that (Contractor Name) _____
_____ is awarded the contract for the construction of the (Project Name)
_____ it is the
intention of the surety company to execute and deliver to the Owner a Public Construction
Bond in accordance with F.S. 255.05, in an amount of one hundred percent (100%) of
contract price on behalf of the above named contractor.

SURETY: _____
NAME

BY: _____
SIGNATURE

NAME

TITLE

PUBLIC ENTITY CRIME STATEMENT



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to: _____
(Print name of public entity)

By: _____
(Print individual's name and title)

For: _____
(Print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
(1) A predecessor or successor of a person convicted of a public entity crime; or
(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers,

directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which submits proposals or applies to submit a proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to September 1, 1990.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to September 1, 1990.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to September 1, 1990. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE BOARD OF DIRECTORS OF PEPIN ACADEMIES FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____ 20____.

Personally known _____

OR Produced identification _____
(Type of identification)

Notary Public - State of _____

My commission expires _____
(Printed typed or stamped commissioned name of notary public)

ARTICLE 14: INSURANCE, INDEMNITY, AND WAIVER OF SUBROGATION

14.1 Indemnity

- (1) The Design-Build Contractor 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 Contractor's operations under this Agreement.
- (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 Contractor and/or subcontractor providing such insurance.
- (3) The foregoing indemnity shall survive the completion and/or termination of this Agreement.

14.2 Design-Build Contractor's Insurance

- (1) The Design-Build Contractor 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 Contractor 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) Worker's Compensation Insurance - The Design-Build Contractor shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the Work, of this Project and, in case any Work is sublet, the Design-Build Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Design-Build Contractor. Such insurance shall comply with the Florida Worker's 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 Worker's Compensation statute, the Design-Build Contractor shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.
- (3) Commercial General Liability Damage Insurance - The Design-Build Contractor shall take out and maintain during the life of this Agreement Comprehensive 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) Commercial General Liability \$1,000,000 Each Occurrence,
 - (b) Automobile Liability Coverage, \$500,000 Each Occurrence,
Bodily Injury & Property
Damage Combined Single
Limit
 - (c) Excess Liability, Umbrella Form For all amounts over and
above \$1,000,000. Up to

completed value or GMP

The Board of Directors, Pepin Academies of Pasco County shall be named as additional insured on all insurance policies except workers' compensation. Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

All policies shall be written on an occurrence base.

Liability coverage shall also include:

- (a) Pollution Liability;
- (b) Broad Form Property Damage Coverage to include XCU and demolition coverage if excluded;
- (c) Contractual Liability Coverage
Designed to protect the Design-Build Contractor for contractual liabilities assumed by the Design-Build Contractor in the performance of this Agreement;
- (d) Boiler/Machinery Coverage – The Design-Build Contractor will purchase and maintain coverage which shall specifically cover such objects during installation and until final acceptance by owner; and
- (e) Builder's Risk Coverage – The Design-Build Contractor shall take out 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 - \$1,000,000. per occurrence.

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 Contractor shall require each of his subcontractors to procure 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 the fullest extent permitted by law, the Design-Build Contractor 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, and (2) is caused in whole or in part by any negligent act or omission of the Design-Build Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not 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.
- (b) The obligation of the Design-Build Contractor under this Article 14.2 shall not extend to the liability of Architect, his agents or employees, arising out of (1) the preparation or approval of approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or

instruction by Architect, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

- (c) The Design-Build Contractor hereby acknowledges receipt of ten dollars and other good and valuable consideration from the Owner in exchange for giving the Owner the indemnification provided in Article 14.
- (6) Certificate of Insurance – The Owner shall be furnished proof or coverage of Insurance as follows: The 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 Contractor, 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 Directors of Pepin Academies shall be named as additional insured to the extent necessary to provide coverage under Design-Build Contractor's insurance for the liabilities assumed by Design-Build Contractor 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 cancelled 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 the coverage required in this Section.

14.3 Waiver of Subrogation

14.3.1 Damages Caused by Perils Covered by Insurance - The Owner and the Design-Build Contractor 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 Contractor as trustees. The Design-Build Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.

14.3.2 Loss or Damage to Equipment Covered by Insurance - The Owner and Design-Build Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Design-Build Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.

4.3.3 Property and Consequential Loss Policies - The Owner waives subrogation against the Design-Build Contractor 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.

14.3.4 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.