

PROFESSIONAL SERVICES AGREEMENT

Design Professional Services

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND

Nyarko Architectural Group, Inc.

DATE: August 16, 2016

Description of Scope (for Single Package Contract)

Silver Trail Middle School Total Funds Allocated for Project Scope Included \$4,655,000:

Provide Professional Design Services for Silver Trail Middle School, P.001406

Design Professional shall develop a complete set of design documents that can be permitted for construction; along with construction contract administration services. The design documents scope for this project includes, but not limited to, single point of entry, HVAC improvements, Re-roofing of existing Buildings 1 and 2 (not including Sections C and D that are currently in construction) and other items that may be required to execute the Board approved scope.

See PSA Attachment 6.a & 6.b for negotiated professional design fees and schedule.

See PSA Attachment 16 for the Project Scope of Work.

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CONTRACT ATTACHMENT LISTING

The following attachments are fully incorporated into this Agreement for Professional Design Services:

Attachment 1: Identified Codes, Regulations and Standards

- Codes regulations standards
- Certain projects may require meeting other or additional criteria

Attachment 2: Basic Design Phasing Requirements

- Note that the Project Scope of Work determines the requirements of Design Phasing

Attachment 3: Sample Schedule Format/Owner’s Initial Schedule – for reference

- Design Professional to develop a Project Schedule for Owner review and acceptance

Attachment 4: Sample Permitting Plan Format

- Sample format for Design Professional Permit Tracking

Attachment 5: Invoice Formats

- Required for monthly billing
- Required for reimbursable expenses

Attachment 6.a: Design Proposal

- Proposal of Services
- Schedule of Design Fees
- Proposal of Schedule
- Proposal of Scope

Attachment 6.b: Design Fees for Owner Changes

Attachment 7: Supplemental Services Information

Attachment 8: Electronic Media Requirements

Attachment 9: Conflict of Interest Form

- Due at the time of contract execution

Attachment 10: M/WBE Report Form

- Format for Design Professionals monthly report

Attachment 11: IRS form W-9

- Due at time of contract execution

Attachment 12: ACH Payment Agreement Form

- Due at time of contract execution

Attachment 13: Drug-Free Workplace

- Due at time of contract execution

Attachment 14: Errors and Omissions Process

Attachment 15: Finalized Design Professional and Consultant's Staffing – updated RFQ Attachment B

- Due five (5) days after contract execution

Attachment 16: Project Scope of Work – Refer to attachment G of RFQ

Online Documents: The following documents shall be downloaded by the Design Professional and are considered as Attachments to this Contract:

Design Standards

http://www.broward.k12.fl.us/facilities_construction/DSS/DS_Docs/DesignStandards.htm

- Design Criteria
- Design and Material Standards - Division 1 thru Division 17
- Document Submittal Checklist for Plan Review

<http://www.broward.k12.fl.us/constructioncontracts/D0docs.html>

- Specifications – Division 0

State Requirements for Educational Facilities (SREF) latest edition

<http://www.fldoe.org/edfacil/sref.asp>

- F.I.S.H. layering system for AutoCAD: **Note:** the laying system is not posted on line. It will need to be requested thru:

Facility Planning and Real Estate

600 SE 3rd Avenue

Fort Lauderdale, FL 33312

754-321-1932

Executed Documents

- This Section will include all signature pages and the Design Professional's RFQ and Contract deliverables.
- These documents are integral to the Contract and will be provided to the Design Professional as part of the contract package.
- Included are:
 - Executed Contract
 - List of Project Team Members as submitted as part of the RFQ
 - Document 00455 – background screening
 - Project Specific Insurance Certificates
 - Executed Purchase Order
 - Design Professional's approved schedule
 - Authorizations to Proceed
 - Drug Free Workplace
 - ACH Payment Agreement
 - IRS W-9 form
 - Conflict of Interest form
 - M/WBE letter of intent - form 00470
 - M/WBE consultants participating – form 00475
 - unavailability certificate if required – form 00480
 - Updated Design Professional and Consultant Staffing (RFQ attach B)
 - This is due five (5) days after execution of this contract.
 - Other documents, as may be required

DEFINITIONS

1. **Authorization to Proceed (ATP):** A document issued by the Owner to the Design Professional, which, when executed, authorizes the Design Professional to proceed with all or a portion of the Professional Services.
2. **Board:** The School Board of Broward County, Florida (SBBC).
3. **Building Code Inspectors and Plans Examiners:** Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida statutes 468, 633 and 553 to provide plan review and inspections for code compliance.
4. **Building Department:** The entity having responsibility to provide plan review and inspections for code compliance for the School Board of Broward County facilities.
5. **Capital Budget Department:** The entity having responsibility for administering the budget and adoption of the annual District Education Facilities Plan for the School Board of Broward County.
6. **Change Order:** A written notice, issued and approved by the Owner for additions or deletions to the Contractors Scope of Work. A change order may increase or decrease the Contract amount or Time for Completion.
7. **Chief of Facilities & Construction Officer:** An employee of The School Board of Broward County, Florida who has the responsibility for oversight and management authority of the Facilities and Construction Department and Physical Plant Operations.
8. **Constructability:** Constructability is the organized process of reviewing a project's drawings, specifications and other project documents with a goal of eliminating design, detailing, and specification problems to facilitate a smooth construction process.
9. **Construction Change Directive (CCD):** A Directive given by the Owner for additions or deletions in the scope of work or services when a change is required and time is of the essence.
10. **Contingency Use Directive (CUD):** A CUD is issued and approved by the Owner for the purpose of accounting for unforeseen increases or decreases in the construction cost resulting from unforeseen circumstances relating to Construction.
11. **Construction Contract Documents:** The Contract Documents consist of the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, Drawings, etc.
12. **Contractor:** Any person, firm or corporation with whom a Construction Contract has been awarded by the Owner.
13. **Construction Documents:** The construction documents include all the Design Professional's work product as listed in the Construction Contract. This includes, but is not limited to, specifications, drawings, materials boards.
14. **Consultants:** A person or organization of properly registered professional architects, engineers or other design professionals who has entered an agreement with the Design Professional to furnish professional services in support of the Design Professionals agreement with the Owner.
15. **Design Builder:** The Firm registered and licensed in Florida, who has entered into an Agreement with the School Board of Broward County to provide design and construction phase services.
16. **Design Professional:** The Firm registered and licensed in Florida, who has entered into an Agreement with the School Board of Broward County to provide architectural and/or engineering services
17. **Facilities and Construction Department:** The entity having responsibility for the management of Construction and Maintenance of the School Board of Broward County's facilities.
18. **Final Completion:** The date at which time the Contractor has completed all Work in accordance with the Contract Documents as certified by the Design Professional and/or approved by the Owner. In addition, Final Completion shall not be deemed to have occurred until any and all governmental bodies, boards, entities, etc., which regulate or have jurisdiction of the Work, have inspected, approved and certified the Work. 6
19. **Guaranteed Maximum Price (GMP):** The GMP is the maximum that the Owner shall pay the Contractor for the Work described in the contract documents.

20. **Office of Facilities & Construction:** The Owner's organizational entity which acts as liaison between all Project Participants and the Owner.
21. **Other Contractors:** Any person, firm or corporation with whom a Contract has been made with the Owner for the performance of any work on the site for work which is not a portion the Work covered by the Prime Contractor's Contract.
22. **Owner:** The School Board of Broward County, Florida (SBBC).
23. **Owner's Representative:** The Owner's Representative is The Program Manager.
24. **Phase:** A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, and liquidated damages. A Phase may be designated for completion by the Owner's own forces, or by another Owner Contractor.
25. **Physical Plant Operations (PPO):** The entity having responsibility for maintenance services, ground services, Facilities support services, and energy management conservation services for the School Board of Broward County facilities.
26. **Program Manager:** The entity having responsibility for program management services on the School Board of Broward County's Capital Projects.
27. **Project Manager:** An employee of the School Board of Broward County or Program Manager who has responsibility oversight of the management of a capital project from the planning and design phase through construction and closeout.
28. **Project Manual:** The Project Manual contains the Contract Documents and the Design Documents.
29. **Project Schedule:** A logic activity based plan identifying design and construction activities associated with the Project characterized by milestones signifying the required completion dates for design phases, construction progress, and other significant project events culminating with the completion of the project, issuance of warranties Owners occupancy and use of the facility.
30. **Punch List:** A list of items of work required to be completed after substantial completion to achieve final completion.
31. **Subcontractor:** A person or entity having a formal contract with the contractor. A "Subcontractor", does not have a contractual relationship with the Owner.
32. **Sub-subcontractor:** A person or entity having a formal contract with the Subcontractor. A Sub-subcontractor, does not have a contractual relationship with the Owner.
33. **Submittals:** Documents prepared by the Contractor to show how a particular aspect of the Work is to be supplied, fabricated and/or installed. Contractor Submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.
34. **Substantial Completion:** Is when the work is at a stage that the facility can be used for its intended purpose. A Certificate of Occupancy is a prerequisite to obtaining Substantial Completion.
35. **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida.
36. **Superintendent:** An English speaking representative of the Contractor that shall be present on the work site at all times during the projects progress, who is authorized to receive and fulfill instructions from the Owner and the Design Professional and capable of managing the work flow efficiently and safely.
37. **Supplemental Services:** Additional Professional Design Services that may be required.
38. **Surety:** The Entity issuing Bid, Payment and/or Performance Bonds guaranteeing the Contractor's payments and performance, for the duration of the work.

39. **Terminology:** The use of the singular or plural shall apply to both the singular and the plural in all cases. The use of he or she are to be considered genderless and shall apply to both he and she in all cases.
40. **The Project:** All Work necessary to be performed to meet the intent of the Contract Documents. The Project may include construction by the Owner or by separate contractors.
41. **Value Engineering:** Value Engineering (VE) is the organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.
42. **Written Notice:** Shall be deemed to have been served if delivered in person to the individual or to a member of the Design Professional or to the office of the Design Professional for whom it is intended, or, if delivered or sent by registered mail or other traceable delivery service to the last business address known to the entity serving notice. Refer to Part 5 Article 11, Notice Provisions.
43. **Work:** The totality of the terms, conditions and obligations included in the Contract Documents or by an executed Agreement.

PART 1 – SCOPE OF SERVICES

PART 1 – ARTICLE 1 – Design Professional’s Responsibility

- 1.1.1. The Design Professional, in representing the Owner, assumes towards the Owner a relationship of the highest trust, confidence, and fair dealings.
- 1.1.2. The Design Professional agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and/or performed by the Design Professional pursuant to this Agreement.
- 1.1.3. The Design Professional’s designated Principal in Charge shall have full authority to bind and obligate the Design Professional on all matters arising out of or relating to this Agreement. The Design Professional will designate in writing an individual to serve as the Design Professional’s representative. The Representative is authorized and responsible to act on behalf of the Design Professional with respect to directing, coordinating and administering all aspects of the Services to be provided and performed under the Owner’s Authorization to Proceed. By execution of this Agreement, the Design Professional acknowledges that the Representative has full authority to bind and obligate the Design Professional on all matters arising out of or relating to the Authorization to Proceed. The Design Professional agrees that the Principal in Charge and the Representative shall devote whatever time is required to satisfactorily manage the Services to be provided and performed by the Design Professional under the Authorization to Proceed. Further, the Design Professional agrees that the Principal in Charge and the Representatives shall not be removed without Owner’s prior approval, and if so removed, must be immediately replaced with a person acceptable to the Owner, which approval and acceptance shall not be unreasonably withheld.
- 1.1.4. The Design Professional agrees that its staff, consultants and sub-consultants who will perform any Services under this Agreement are subject to Owner’s reasonable approval. For project specific RFQ’s the Attachment B from the RFQ shall be finalized, updated and submitted to the owner within 2 weeks of contract execution. Attachment B is the listing of the Design Professional’s staff, consultants and sub-consultants who have been assigned to provide the services required under this Agreement. The Design Professional further agrees, within fourteen (14) calendar days of receipt of a written request from the Owner, to promptly remove and replace the Representative, or any other personnel employed or retained by the Design Professional, or any consultants or subcontractors or any personnel of any such consultants or sub-consultant engaged by the Design Professional to provide and perform any of the Services pursuant to the requirements of this Agreement. This request may be made by Owner with or without cause. If the Design Professional is required to remove and replace a consultant or subcontractor without cause, an equitable adjustment shall be made to the compensation provided for in any Authorization to Proceed to which such subcontractor or consultant may have been assigned.
 - 1.1.4.1. Note that for Continuing Services, the Design Professional may list more than one (1) primary staff members and more than one (1) of each consultant type on Attachment B for use through the length of the contract.
- 1.1.5. Drawings shall be prepared in electronic AutoCAD format and the Project Manual shall be prepared as an electronic Word document per the Owner’s standards found in the online Design Standards.

- 1.1.6. Design Professional acknowledges that the most recent version of the Design Standards as of the date of the ATP shall be utilized for design.
- 1.1.7. In the event of any conflict in these requirements, the Design Professional shall promptly notify the Owner of such conflict in writing and utilize its best professional judgment to resolve the conflict.
- 1.1.8. The Owner's acceptance of any document does not relieve the Design Professional of its obligation to deliver completely and accurately, all documents necessary for the successful completion of the project per the requirements in the Authorization to Proceed.
- 1.1.9. Design Professional agrees, for both itself and all of its consultants and sub-consultants, to comply with Owner's rules and regulations with respect to safety and security at the Owner's facilities.
- 1.1.10. Design Professional expressly acknowledges and agrees that it is responsible for complying with all rules and regulations of the Jessica Lunsford Act. Further, Design Professional shall comply with any rules or regulations implemented by the Owner in order to comply with the Jessica Lunsford Act.
- 1.1.11. The Design Professional endeavors to ensure that no person or consultant will be assigned to work on any work pursuant to this contract that poses any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor or property of the Owner.
- 1.1.12. The Owner may have one or more representatives visiting the site of the Project from time to time, or on a full-time basis, and the Design Professional shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve the Design Professional from any of its duties or obligations hereunder.
- 1.1.13. Design Professional shall be responsible for reviewing all geological reports provided by the Owner with respect to the Project. The Design Professional's design documents shall be consistent and coordinated with the information set forth in all such geological reports. In the event the Design Professional has any questions or concerns about the contents of any such reports, the Design Professional shall notify the Owner in writing within 14 days of the Design Professional's receipt of any such geological reports. The Design Professional and Owner will attempt to mutually resolve any such questions or concerns.
- 1.1.14. The Design Professional shall immediately inform the Owner's Project or Program Manager of concerns or issues which become known to the Design Professional during the performance of this Agreement.

PART 1 – ARTICLE 2 – Services by Design Professional's Consultants

- 1.2.1 Nothing in this Agreement shall create any contractual relationship between the Owner and the Consultants or Sub-consultants except as specifically noted herein.
- 1.2.2 The Design Professional is at all times liable for any and all negligent acts of omission or commission of its Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement.

- 1.2.3 The employment of, contract with, or use of the services of any other person or firm by the Design Professional, as independent consultant or otherwise, shall be subject to the prior written approval of the Owner.
- 1.2.4 All of the Design Professional Contracts with the Design Professional Consultants shall be in writing, signed by both parties and shall include the following provision:
 - 1.2.4.1 The Owner shall be recognized as a third-party beneficiary of this Agreement. Should the Owner terminate this Agreement with the Design Professional, the Design Professional shall, upon the Owner's request, obtain assignment of the Consultant's agreement(s) with the Design Professional as elected by the Owner.
 - 1.2.4.2 Each of the Design Professional agreements with a Consultant shall specifically provide that the Owner shall only be responsible to the Consultant for those obligations of the Design Professional that accrue subsequent to the Owner's exercise of its right to take an assignment of such agreement.
 - 1.2.4.2.1 Nothing in the Contract Documents will create a contractual relationship between the Owner and the Consultants unless the Owner elects to accept contingent assignment of the agreement as provided herein.
 - 1.2.4.2.2 In this event, the Consultants shall resolve all disputes involving the Owner in the same manner as provided to the Design Professional in Part 5 Article 6.
- 1.2.5 Design Professional shall not change any Consultant without prior approval by the Owner.
- 1.2.6 All Owner communication and direction will be to the Design Professional. The Owner will not provide direction directly to the Design Professional's Consultants.
- 1.2.7 The Design Professional, not later than five (5) calendar days after the fully executed date of this Agreement, shall re-submit RFQ Attachment B, a finalized list of contact information for Consultants and sub-consultants. For continuing contracts, with each ATP the Design Professional shall update this listing within 10 calendar days of the ATP date.

PART 1 – ARTICLE 3 – Basic Services

1.3.1 Continuing Contracts

- 1.3.1.1 **NOTE:** For Continuing Contract Agreements, not all assignments will require all components of the Basic Services and as outlined in the Phasing Sequences and Requirements Document (Attachment 2), and as outlined below. The Design Professional shall determine design and construction documentation steps needed for each assignment based on the scope of the assignment, following any particulars defined in the scoping documents. Any questions shall be directed to the Owner's Representative for clarification/resolution and direction.

1.3.2 All Contract types (Including Continuing Contracts)

- 1.3.2.1 Provide complete professional architectural, engineering and/or other professional design services utilizing all necessary personnel, equipment and materials to perform the service Phases as defined by the requirements of the ATP.

- 1.3.2.2 Complete those design services in accordance with the Project Development Schedule as developed by the Design Professional from the Owners original schedule and finalized with Owner concurrence. See Attachment 3 for Owner’s original sample schedule.
- 1.3.2.3 Participate in the Value Engineering reviews at the end of schematic Design and Design Development phases.
 - 1.3.2.3.1 Design Professional shall integrate Owner’s accepted Value Engineering proposals into the documents. If the VE proposals require substantial revisions as determined by the Owner, then these revisions will be considered Supplemental Services (see Attachment 7).
- 1.3.2.4 Participate in the Constructability Reviews at the end of the Construction Documentation phase.
 - 1.3.2.4.1 Design Professional shall integrate the Owner’s accepted constructability review proposals into the documents. If the Constructability Review proposals require substantial revisions as determined by the Owner, then these revisions will be considered Supplemental Services (see Attachment 7).
- 1.3.2.5 Participate in all meetings where the content of the design and construction documents will be coordinated and reconciled, as scheduled during any phase of the project.
- 1.3.2.6 Provide Statement of Probable Construction Costs at the times as identified in the Basic Phasing Document (Attachment 2).
- 1.3.2.7 Provide a Permitting Plan utilizing the sample tracking format as found in Attachment 4.
- 1.3.2.8 The Design Professional shall attend project design review meetings as required for the Project with representatives of the Design Professional’s Consultants throughout the design process, reviewing project budget, scheduling, scope, Consultant’s development and progress, and any special issues related to the continuing progress of the project. The Design Professional shall provide meeting minutes, sketches and other documents as needed to illustrate progress and for the resolution of discussed issues requiring the Owner’s review, comments, input or direction.
- 1.3.2.9 The Design Professional shall attend the project construction meetings as required for the project for the construction phases. The Design Professional shall provide Meeting Minute Commentaries for all noted design related and constructability related issues for resolution as well as for new issues presented in the meeting.
- 1.3.2.10 The Design Professional will immediately investigate any non-conforming or suspect in place work or document issue that is brought to his attention by others or is discovered by the Design Team’s site visits. The Design Professional shall provide written recommendations to the Owner for these types of issues for review and Owner direction. Note that the Contractor shall be required to document all questions in the Request for Information format (RFI).
- 1.3.2.11 The Design Professional shall identify inappropriate plan review rejections, including category, in writing to the Owner within 5 days of receipt.

1.3.3 Standard of Care

- 1.3.3.1 The Owner’s engagement of the Design Professional is based upon the Design Professional’s representations to the Owner that:
 - 1.3.3.2 It is an organization of experienced design professionals, licensed to do business in Florida.
 - 1.3.3.3 It is qualified, willing and able to perform the professional design services for the project.
 - 1.3.3.4 It has past experience and ability to provide the professional design services for projects of similar size, and scope.

1.3.3.5 The Design Professional shall perform its services consistent with the professional skill and care ordinarily provided by design professionals in the same or similar locality under the same or similar circumstances.

1.3.3.6 The Design Professional shall perform its services consistent with professional skill and the industries standard of care, throughout the orderly progress of the Project.

1.3.4 Approval of Documents

1.3.4.1 The Owner's acceptance of any document does not relieve the Design Professional of its obligation to deliver, complete and accurate, all documents necessary for the successful completion of the project per the requirements in the Authorization to Proceed and shall not be deemed to have the required approval of any authority having jurisdictional review over the project or portions of the project.

PART 1 – ARTICLE 4 – Maintenance of Records

1.4.1. Design Professional shall keep all records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by the Design Professional for seven (7) years from the completion date of the project associated with the Authorization to Proceed, or such period of time as required by law. The Owner, or any duly authorized agents or representatives of the Owner, shall have the right to inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained. Such activity shall be conducted at the reasonable convenience of the Design Professional.

PART 1 – ARTICLE 5 – Contract Process / Procedures

1.5.1. Continuing Contracts

1.5.1.1. The purpose of the project start review is to discuss pending options (if any) for the proposed projects, to establish focus for the design or the design criteria, the project's scheduling needs and the proposed delivery method, seeking the opinion and advice of the Design Professional.

1.5.1.2. With Continuing Contracts, preliminary project information will be provided to the Design Professional along with a bullet point agenda of discussion items for review prior to a project start review meeting or conference call. Pending the proposed project scope, the Design Professional's Consultants may be requested for this discussion.

1.5.1.3. If necessary, an action plan will be formulated as a result of this project start up review. In some cases an Authorization to Proceed with programming or other special analysis services may be issued as precursors to the start of design.

1.5.1.4. When action items have been clearly identified or resolved, the Owner and the Design Professional shall confirm scheduling, any special terms, considerations, the Project construction budget and the Design Professional fee. The design fee to be based upon the Fee Chart and other information as shown in Attachment 6 and then an Authorization to Proceed shall be issued.

1.5.1.5. It is mutually understood and agreed that the nature, amount and frequency of the Continuing Contract Services shall be determined solely by Owner and that the Owner does not represent or guarantee the Design Professional any specific amount of Services will be requested of or required of the Design Professional under this Agreement.

1.5.2. All Contracts (including the Continuing Contract type)

- 1.5.2.1. Services to be provided by the Design Professional shall be in accordance with the Authorization to Proceed, all codes, standards and is permissible. Design Professional shall not provide any Services to the Owner unless they are in receipt of a fully executed Authorization to Proceed. Any Services provided by the Design Professional without a written Authorization to Proceed shall be at the Design Professional's own risk.
- 1.5.2.2. Upon receipt by the Design Professional of the fully executed ATP and a Purchase Order, he agrees to promptly provide the Services required in accordance with the terms of this Agreement.
- 1.5.2.3. The Design Professional shall have no authority to act as the agent of the Owner or to obligate the Owner in any manner whatsoever.
- 1.5.2.4. Each Project, and/or design scope change shall require an Authorization to Proceed.

PART 2 – DESIGN PROFESSIONAL'S COMPENSATION

PART 2 - ARTICLE 1 - Payment

- 2.1.1. Compensation and the manner of payment of such compensation by the Owner for Services rendered shall be as prescribed in each Authorization to Proceed. The Design Professional agrees to furnish to the Owner, by the 15th day of the following month being invoiced for, or as specified in the Authorization to Proceed, a comprehensive and itemized invoice of charges for the Services performed by the Design Professional during that time period, and for any Owner authorized reimbursable expenses incurred and/or paid by the Design Professional during that time period. The monthly invoice shall be in the Owners format. All such statements shall indicate the Purchase Order Number, a copy of the Authorization to Proceed, and Project Site description (School/Project Name). See Attachment 5.
- 2.1.2. The Design Professional's Service compensation fee shall be an agreed percentage, and shall be based upon the awarded contract amount. The percentage shall be based on the scale as shown on Attachment 6 with the amount identified in the Authorization to Proceed. Fees will be adjusted with project scope changes and construction cost increases approved by the Owner. The Owner provided Project construction cost budget includes all components of the Project and is the fixed dollar limit of the Project unless modified by the Owner.
- 2.1.3. Supplemental Services
 - 2.1.3.1. Refer to Attachment 7 for a listing of potential supplemental services.
- 2.1.4. Payment Process and Requirements
 - 2.1.4.1. The Design Professional shall submit invoices in the Owner's required invoice format as shown in Attachment 5.
 - 2.1.4.2. All Submitted invoices shall attach copies of all referenced ATPs.
 - 2.1.4.3. Design Professional shall submit a monthly MWBE Sub-Consultant Utilization Report with the monthly request for payment, on forms provided by the Owner. Refer to Attachment 10 for mailing address for this document.
 - 2.1.4.4. Updated Project Schedule reflecting the Design Professional's scheduled and actual progress with each submitted invoice. (for continuing contracts refer to the ATP documents for scheduling requirements)
 - 2.1.4.5. Payments are due and payable thirty (30) days from receipt of the Design Professional's invoice provided it is accurate and in accord with the requirements of this Agreement.

2.1.4.6. Progress payments to the Design Professional may be withheld if documents required by this agreement have not been provided and accepted by the Owner.

2.1.5. Site Adapt Projects – (New Schools)

2.1.5.1. It is understood that all School Board of Broward County Professional Service Agreements for design and other services include the provision for the Owner's optional re-use of drawings, specifications and other documents, and that the Design Professional agrees to such reuse in accordance with this provision.

2.1.5.2. For each site adapt project reuse the Design Professional shall review the final as-built design of any prior reuse or reuses and shall include all Basic Services rendered under the reuse and incorporate all modifications to the drawings, specifications and other documents resulting from Change-Orders, clarifications provided, Code Inspection corrections made during the prior reuse(s), and modifications normally required to suit the new site. The Owner will provide this information.

2.1.5.3. The Site Adapt Fee shall be 30% less than the fee chart for non-adapted design as shown on Attachment 6.

2.1.5.3.1. This does not include preparation of reverse plans, or code revisions if applicable. Substantially differing site conditions will be negotiated.

2.1.5.3.2. Site Adapt Fees Structure does not apply to Continuing Contracts.

PART 2 - ARTICLE 2 - Reimbursable Expenses

2.2.1 The Owner agrees to reimburse the Design Professional for all necessary and reasonable reimbursable expenses incurred or paid by the Design Professional in connection with the Design Professional's performance of the Services at its direct cost with no markup to the extent such reimbursement is permitted in the Authorization to Proceed. For the purposes hereof, the term "reimbursable expenses" shall be deemed to include the following:

2.2.1.1 All necessary fees paid by the Design Professional to governmental authorities having jurisdiction over any Project specified in an Authorization to Proceed as needed for securing required approval of the Project or any part thereof.

2.2.1.2 Travel expenses incurred or paid by the Design Professional for necessary travel by any principal or employee of the Design Professional outside of Broward County, Florida, in connection with the performance of the Services. Such travel expenses are to be limited to the amounts established by Florida law for travel by employees of Owner (Refer to Florida Statutes chapter 112.061).

2.2.1.3 The direct cost to the Design Professional for copying/reproduction of plans and other documents required in connection with any Project specified in the Authorization to Proceed.

2.2.2 The Design Professional shall obtain the prior written approval of the Owner before incurring any of the aforesaid reimbursable expenses, and absent such prior approval, will be deemed non-reimbursable.

2.2.3 Engineering or Inspection type of Services or exploratory work are not considered as reimbursable type expenses. These types of services are considered as supplemental, additional services.

PART 2 - ARTICLE 3 - Waiver of Claims

2.3.1 Waiver of Claims

2.3.1.1. The Design Professional's acceptance of final payment for Services provided under any Authorization to Proceed shall constitute a full waiver of any and all claims by it against the Owner arising out of the Authorization to Proceed or otherwise related to those Services, except those previously made in writing and identified by the Design Professional as unsettled at the time of the payment. Neither the acceptance of the Design Professional's Services nor payment by the Owner shall be deemed to be a waiver of any of the Owner's rights under this agreement, against the Design Professional.

PART 3 – CONTRACT TIME

PART 3 – ARTICLE 1 – Contract Time

3.1.1. All references to time in this contract refers to calendar days.

3.1.2. Time is of the essence.

3.1.3. Unless otherwise expressly provided for in the Authorization to Proceed: Prior to or within ten (10) days of receiving a written Authorization to Proceed by the Owner to perform the Services, the Design Professional agrees to submit, review and finalize with the Owner, a computer generated schedule outlining the performance of the identified Design Services. The Design Services shall be commenced, performed and completed in accordance with the Authorization to Proceed and the approved Schedule. Time is of the essence with respect to the performance of this Agreement. Refer to Attachment 3 for required schedule format.

3.1.4. Should the Design Professional be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the Design Professional, then the Design Professional shall notify Owner in writing within five (5) calendar days after commencement of such delay, stating the cause or causes thereof. Failure to provide such notice timely will result in the Design Professional rights to a possible time extension being waived. Unforeseeable causes include, but are not restricted to: Acts of God or of public enemy, fire, floods, epidemics, quarantine regulations, strikes or lock-outs, acts of government or Owner Delays.

3.1.5. Unless otherwise expressly provided for in the Authorization to Proceed, interruptions, interferences, inefficiencies, suspension or delay in the commencement or progress of the Design Professional's Services from any cause whatsoever, shall not relieve the Design Professional of its duty to perform. If the Design Professional is delayed by items listed above, the Design Professional's remedy will be the right to seek an extension of time to its Schedule and to documented delay costs. If through no fault and neglect of the Design Professional, the services to be provided hereunder have been delayed for a total of six months, the Design Professional's compensation shall be reasonably negotiated accordingly, with respect to those services that have not yet been performed.

3.1.6. Should the Design Professional fail to commence, provide, perform or complete any of the Services to be provided hereunder in a timely manner, in addition to any other rights or remedies available to the Owner hereunder, the Owner may withhold any payments due and owing to the Design Professional related to the

delay until such time as the Design Professional provides a satisfactory Recovery Schedule and resumes performance of its obligations hereunder in such a manner so as to establish to the Owner's satisfaction that the Design Professional's performance is or will shortly be back on schedule.

PART 3 - ARTICLE 2 - Contract Duration

3.2.1 For Continuing Contracts Only

3.2.1.1 Notwithstanding anything herein to the contrary, after the initial Contract Term, this Agreement shall be subject to annual renewal by the Owner at its sole discretion. The Owner shall send written notice thereof to the Design Professional at least ten (10) days prior to the annual anniversary date of the Agreement advising in regards to its renewal. If the Owner fails to send said written nonrenewal notice as herein provided, Owner shall be deemed to have elected to renew this Agreement. In the event the Owner sends a written nonrenewal notice, the Owner shall designate therein as to how any Services under any still outstanding Authorization to Proceed are to be handled, which directions may provide for either the termination or continued performance of any such Services. If the Owner directs the Design Professional to continue to perform any such Services, the Design Professional shall continue performance of such Services in accordance with the Owner's directions and this Agreement and the applicable Authorizations to Proceed.

3.2.2 For all other Contract Types

3.2.2.1 The Term of this Agreement shall start upon its execution by the parties hereto and shall extend through completion of the one year warranty period, except as may be otherwise agreed to in writing.

3.2.3 Time Extensions: A reasonable extension of time for completion of various Phases may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations under this Agreement.

PART 4 – OWNER'S RESPONSIBILITIES

PART 4 – ARTICLE – 1 - Miscellaneous

4.1.1 For each Authorization to Proceed, the Owner shall designate in writing the Project Manager to act as the Owner's representative with respect to the Services to be rendered under the Authorization to Proceed.

4.1.1.1. The Project Manager shall have authority to transmit instructions, receive information, interpret and define the Owner's decisions with respect to the Design Professional's Services under the Authorization to Proceed.

4.1.1.2. The Project Manager is not authorized to issue any verbal or written orders or instructions to the Design Professional that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatsoever the:

4.1.1.2.1. The Scope of Services to be provided and performed by the Design Professional as set forth in the Authorization to Proceed.

4.1.1.2.2. The time the Design Professional is obligated to complete all such Services as set forth in the Authorization to Proceed or in the Project Development Schedule submitted and approved pursuant to this Agreement.

4.1.1.2.3. The amount of compensation the Owner is obligated or committed to pay the Design Professional as set forth in the Authorization to Proceed.

- 4.1.1.2.4. Any additional services or change in Project scope or time shall be issued in an Authorization to Proceed prior to the starting of a new service activity.
- 4.1.2. The Owner shall consult with the Design Professional and provide the Owner's contemplated design objectives, general scope of work and budget constraints and criteria, including educational specification, facilities lists, any special or specific space requirements and relationships, flexibility and expandability requirements, special equipment and site requirements that are reasonably necessary for the Design Professional to perform its services.
- 4.1.3. As applicable and when required, the Owner shall furnish a legal description and a certified land survey of the Site. The Owner shall supply the certified land survey in hardcopy and electronic media formats. The certified land survey shall provide boundary dimensions, locations of any existing structures and trees, the grade and line of street, pavement and adjoining properties, the rights, restrictions, easements, boundaries, topographic data and information relative to sewer, water, gas and electrical services.
- 4.1.4. As applicable and when required, the Owner shall furnish third party test reports such as those from soils engineers or other consultants. These may include: test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, tests for hazardous materials, chemical, mechanical, structural or other tests with reports and appropriate professional recommendations. This Owner provided technical information may be relied upon by the Design Professional. Any issues or concerns with the provided information shall be brought to the Owners attention in writing prior to the use of the provided information.
- 4.1.5. The Owner shall furnish a Construction Budget which is the portion of the Project Budget allocated for the entire cost of the project (including design fees, construction, FF&E, owner contingencies, etc.).
- 4.1.6. The Owner, for existing facilities and where available, shall provide as-built and other documents from the time of the original construction of the Facility. These documents however are not warranted to represent the current existing conditions. The Design Professional shall perform non-destructive field investigations as necessary to obtain sufficient information to perform services. If necessary destructive testing can be performed with the Owner's prior approval. Demolition and repairs associated with destructive testing shall be compensated as a supplemental service. The Owner does encourage the use of destructive test techniques to retrieve accurate information that can be utilized by the Design Professional to clearly indicate the existing conditions and incorporated the information into the Contract Documents.
- 4.1.7. The Owner shall electronically furnish the Bidding Requirements, Contracting Requirements, and Division 1 Specification Sections that will be integrated into the Bid Package prepared by the Design Professional at the appropriate stage.
- 4.1.8. The Owner shall arrange and pay for the required advertisements for bids.
- 4.1.9. The Design Professional, when directed by the Owner, will issue electronic documents to the selected printing companies from whom the bidders will purchase the Bid documents. The Design Professional will develop, review with the Owner and then produce and issue to the Owner for distribution any addenda as required.

4.1.10. The Owner shall arrange for access to and make all provisions for the Design Professional to enter the site set forth in the Authorization to Proceed to perform the Services to be provided by the Design Professional under this Agreement. The Design Professional acknowledges that such access may be provided during times that are not the normal business hours of the Design Professional.

4.1.11. Wherever the terms of this Agreement refer to an action, consent, or approval to be provided by the Owner or some notice, report or document is to be provided to the Owner, such reference to "Owner" shall mean Owner's designee, unless otherwise stated.

PART 5 – TERMS AND CONDITIONS

PART 5 – ARTICLE 1 – Miscellaneous

5.1.1. Unless the content of the Agreement otherwise clearly states, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

5.1.2 The use of gender in this agreement is inter-changeable for both male and female in all instances.

PART 5 – ARTICLE 2 – Liability

5.2.1 This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

- A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.
- B. By Design Professional: Design Professional agrees to indemnify and hold harmless and defend SBBC, its servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its servants and employees may pay or become obligated to pay on account of any claim or action founded thereon, arising or to have arisen out of the products, or services furnished by Design Professional, its consultants, or employees; the Design Professional, its consultants or employees while on premises owned or controlled by SBBC; or the negligence of Design Professional or the negligence of Design Professional's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Design Professional, SBBC or otherwise.

PART 5 – ARTICLE 3 – Insurance

5.3.1. During the term of this Agreement the Design Professional shall provide, pay for, and maintain, with companies satisfactory to the Owner, the types of insurance described herein.

5.3.2. The Authorization to Proceed shall not be issued until the Insurance Certificates have been submitted and reviewed and accepted by the Owner.

- 5.3.3. All insurance shall be with companies duly authorized to do business in the State of Florida.
- 5.3.4. Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be given to the Owner of any cancellation, intent not to renew.
- 5.3.5. The Design Professional shall also notify the Owner, in a like manner and within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by the Design Professional from its insurer, and nothing contained herein shall relieve the Design Professional of this requirement to provide notice.
- 5.3.6. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this Agreement shall have an "A"-rating and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better (See additional requirements in Section 8.1.5 of this Article).
- 5.3.7. All insurance policies required under this Agreement (except Professional Liability Insurance) shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy.
- 5.3.8 All insurance policies required by this Agreement shall include the following provisions and conditions by their endorsement to the policies.
- 5.3.8.1 The term "The School Board of Broward County, Florida" shall include the Broward County School Board, a body corporate, the Broward County Public School System and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members and employees thereof in their official capacity, and/or while acting on behalf of the Broward County School Board.
- 5.3.8.2 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by the Design Professional to meet the requirements of this Agreement shall name The School Board of Broward County, Florida, as that name is defined in subparagraph 11.4.1, above, as an additional insured as to the operations of Design Professional under the Contract Documents and shall contain a severability of interests provisions.
- 5.3.9 The Certificates of Insurance, which are to be provided pursuant to paragraph above, must identify the specific project name, as well as the site location and address.
- 5.3.10 All insurance policies (except Professional Liability Insurance) to be provided by the Design Professional pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Broward County, Florida and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Broward County, Florida
- 5.3.11 Design Professional, its Consultants and the Owner shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by the Owner, except such rights as they may have to the proceeds of such insurance held by any of them.
- 5.3.12 The amounts and types of insurance shall conform to the minimum requirements listed below with the use of Insurance Services Office (ISO) forms and endorsements or broader where applicable. If Design Professional has any self-insured retentions or deductibles under any of the below listed minimum required coverages, Design Professional must identify on the Certificate of Insurance the nature and amount of such self-insured

retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Design Professional's sole responsibility.

5.3.12.1 Worker's Compensation and Employers Liability Insurance

5.3.12.1.1 Shall be maintained by Design Professional during the term of this Agreement for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:

Workers' Compensation: Florida Statutory Requirements

Employers Liability:	\$500,000.00	Limit Each Accident
	\$500,000.00	Limit Disease Aggregate
	\$500,000.00	Limit Disease Each Employee

5.3.12.1.2 The insurance company shall waive its Rights of Subrogation against Owner.

5.3.12.2 Commercial General Liability Insurance

5.3.12.2.1 Shall be written on an "occurrence" basis, and shall be maintained by Design Professional. Coverage, as provided by 1986 (or later) ISO commercial general liability form, shall include, but not be limited to, Bodily Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Personal Injury and Fire Legal Liability Coverage's. If Design Professional provides any construction work, it must also include Products & Completed Operations, with the Completed Operations Coverage maintained for this Project for not less than five (5) years following completion and acceptance by Owner. Limits of coverage shall not be less than the following for Bodily Injury, including Death, Property Damage and Personal Injury Combined Single Limits:

General Aggregate	\$ 2,000,000.00
Products – Completed Operations Aggregate	\$ 2,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00
Fire Damage (Any One Fire)	\$50,000.00
Medical Expenses per Person	\$5,000.00
Site Contract Specific Project Aggregate Limits	\$ same as above

5.3.12.2.2 The aggregate limits shall be separately applicable to this Project through the use of an endorsement approved by Owner. Applicable deductibles or self-insured retention, not to exceed \$50,000.00, shall be the sole responsibility of Design Professional.

5.3.12.3 Automobile Liability Insurance

5.3.12.3.1 Shall be maintained by Design Professional as to Ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury, including	\$1,000,000.00 Combined Single
Death & Property Damage	Limit Each Accident
Liability	

5.3.12.4 Umbrella Liability Insurance or Excess Liability Insurance

5.3.12.4.1 Shall not be less than \$1,000,000.00 each occurrence and aggregate. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein and shall include all coverages on a "following form" basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit. The aggregate limits shall

apply separately to this Project, and the specific project aggregate limits shall be evidenced by the use of an endorsement approved by Owner.

5.3.12.5 Professional Liability Insurance

5.3.12.5.1 Shall be maintained by the Design Professional insuring its legal liability arising out of the negligent performance of professional services under this Agreement. Such insurance shall have the following limits:

5.3.12.5.1.1 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

- A. One Million (\$1,000,000) Dollars on a per claim/One Million (\$1,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is less than Five Million (\$5,000,000) Dollars.
- B. One Million (\$1,000,000) Dollars on a per claim/Three Million (\$3,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is between Five Million One (\$5,000,001) Dollars to Ten Million (\$10,000,000) Dollars.
- C. One Million (\$1,000,000) Dollars on a per claim/Five Million (\$5,000,600) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One (\$10,000,001) Dollars.

5.3.12.5.2 The Design Professional waives its right of recovery against the Owner as to any claims under this insurance. Any deductible or self-insured retention applicable to any claim shall be the sole responsibility of the Design Professional and shall not be greater than \$50,000.00 each claim. The Design Professional must continue this coverage for a period of not less than five (5) years after the completion of its services to the Owner. The policy retroactive date will always be prior to the date services were first performed by the Design Professional for the Owner, and the date will not be moved forward during the term of this Agreement and for 5 years thereafter. The Design Professional shall promptly submit Certificates of Insurance providing for an unqualified written notice to the Owner of any cancellation of coverage or reduction in limits, other than the application of the aggregate limits provision. In addition, as provided in paragraph 9.1 of this Agreement, the Design Professional shall also notify the Owner by certified mail, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by the Design Professional from its insurer. In the event of more than a twenty percent (20%) reduction in the aggregate limit of any policy, the Design Professional shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. The Design Professional shall promptly submit a certified, true copy of the policy and any endorsements issued or to be issued on the policy if requested by Owner.

5.3.12.6 Valuable Papers

5.3.12.6.1 The Design Professional shall purchase valuable papers and records coverage for plans, specifications, drawings, reports, maps, books, blueprints, and other printed documents in an amount sufficient to cover the cost of recreating or reconstructing valuable papers or records utilized during the term of this Agreement.

- 5.3.13 The Design Professional agrees to provide the following information when requested by the Owner:
- 5.3.13.1 Current policy limits.
 - 5.3.13.2 Current deductibles/self-insured retention.

PART 5 – ARTICLE 4 – Applicable Law

- 5.4.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules, and regulations of the United States when providing Services funded by the United States government.
- 5.4.2. Any litigation between the parties hereto, whether arising out of any claim or arising out of this Agreement or any breach thereof, shall be brought forward, in the appropriate State courts of the State of Florida's Judicial Circuit in and for Broward County, Florida.

PART 5 – ARTICLE 5 – Equal Employment Opportunity/Nondiscrimination/MWBE/LDB

- 5.5.1 The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.
- 5.5.2 The Design Professional shall comply with the Owner's current M/WBE policies and procedures. The Design Professional's M/WBE goal for this Contract is 25 percent. The Design Professional shall submit the form attached as Attachment 10, a monthly report to the Supplier Diversity and Outreach Program concerning the status of all payments owed and paid by the Design Professional to its various M/WBE consultants.

PART 5 – ARTICLE 6 – Dispute Resolution

- 5.6.1. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of the Design Professional with full decision-making authority and by the Owner's staff person who would make the presentation of any settlement reached during negotiations to the Owner's board for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of the Design Professional with full decision-making authority and by the Owner's staff person with full decision-making authority to reach a settlement. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Florida Statutes section 44.102.

PART 5 – ARTICLE 7 – Securing Agreement/Public Entity Crimes

- 5.7.1. The Design Professional warrants that the Design Professional has not employed or retained any company or person, other than a bona fide employee working solely for the Design Professional, to solicit or secure this Agreement and that the Design Professional 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 Professional,

any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

- 5.7.2. By its execution of this Agreement, the Design Professional acknowledges that it has been informed by the Owner of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with the public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

PART 5 – ARTICLE 8 – Ownership and License of Documents and Intellectual Property

- 5.8.1. All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by the Design Professional, or otherwise provided to the Owner, pursuant to this Agreement shall be Project Specific Documents. To the extent they have any such rights, the Design Professional and its consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Project Documents.
- 5.8.2. The Design Professional shall obtain from each of the Design Professional's Consultants (jointly the Design Professional's Consultants) either an assignment from the Consultant to the Owner of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Project Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license from the Design Professional's Consultants to the Owner, granting the Owner the right to reproduce, create derivatives of, distribute, and use all Project Documents in which the Design Professional's Consultant has or may have any rights.
- 5.8.3. The Design Professional and his Consultants shall grant, and hereby does grant, the Owner an unlimited, non-exclusive, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Project Documents in which the Design Professional has or may have any rights.
- 5.8.3.1. As reasonably necessary for archival, safety, and disaster recovery purposes.
- 5.8.3.2. For submission or distribution, as the Owner reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project.
- 5.8.3.3. For constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project.
- 5.8.3.4. For the planning, design, construction, reconstruction, repair, renovation, alteration, use, occupancy, and maintenance of other structures and projects all at the Owners own risk.
- 5.8.3.5. Design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Project Document.
- 5.8.3.6. To use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by Design Professional or Design Professional's Consultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.

5.8.3.7. The Design Professional hereby consents to any use of any and all Project Documents by any replacement Design Professionals, retained by the Owner; however, the Design Professional shall not be liable for any portion of the reuse project and the Owner agrees the reuse is at Owner's risk and to indemnify and hold Design Professional harmless from any liability in regards to the reuse Project.

PART 5 - ARTICLE 9 - Project Termination or Suspension

5.9.1 Continuing Contracts

5.9.1.1 If this Agreement is a "Continuing Contract" it is agreed that either party hereto shall at any and all times have the right and option to terminate this Agreement by giving to the other party not less than sixty (60) days prior written notice of such termination. Upon this Agreement being so terminated by either party hereto, neither party hereto shall have any further rights or obligations under this Agreement subsequent to the date of termination, except that Services specified to be performed under previously issued Authorizations to Proceed, shall proceed to completion under the terms of this Agreement.

5.9.2 All Contract types and Continuing Contracts

5.9.2.1 The Design Professional shall be considered in material default of this Agreement and such default will be considered cause for the Owner to terminate this Agreement and any Authorization to Proceed in effect, in whole or in part, as further set forth herein, for any of the following reasons:

- 5.9.2.1.1 Failure to begin work under the Agreement within the times specified under the Authorization to Proceed.
- 5.9.2.1.2 Failure to timely perform the Services to be provided hereunder or as directed by the Owner.
- 5.9.2.1.3 The bankruptcy or insolvency or a general assignment for the benefit of creditors by the Design Professional or by any of the Design Professional's principals, partners, officers or directors.
- 5.9.2.1.4 Failure to obey State education laws; ordinances; regulations; relative to the Contract.
- 5.9.2.1.5 Otherwise materially breaches this Agreement.

5.9.2.2 The Owner may so terminate this Agreement, in whole or in part, with or without cause, by giving the Design Professional five (5) calendar days written notice.

5.9.2.3 If, after notice of termination of this Agreement for cause, it is determined for any reason that the Design Professional was not in default, or that its default was excusable, or that the Owner otherwise was not entitled to the remedy against the Design Professional provided for, then the notice of termination given shall be deemed to be the notice of termination without cause and the Design Professional's remedies against the Owner shall be limited to that portion of the Design Professional's compensation earned through the date of termination, for any Authorization to Proceed so cancelled, together with and any costs reasonably incurred by the Design Professional that are directly attributable to the termination, but the Design Professional shall not be entitled

to any other or further recovery against the Owner, including, but not limited to, anticipated fees or profit on Services not required to be performed.

5.9.2.4 Upon termination, the Design Professional shall deliver to the Owner all papers, records, documents, Auto CAD files, drawings, calculations, models, and other materials in the Design Professional's possession or control arising out of or relating to this Agreement. Note that this is billable time.

5.9.2.5 The Owner shall have the authority to suspend all or any portions of the Services to be provided by the Design Professional hereunder upon giving the Design Professional five (5) calendar days prior written notice of such suspension. If all or any portion of the Services to be rendered hereunder are so suspended and then resumed, the Design Professional shall be granted an extension of time to resume the project and to perform the work and increased costs associated with the project restart will be required to be agreed upon.

PART 5 - ARTICLE 10 - Conditions

5.10.1 Compliance with Laws: Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

5.10.2 Governing Law and Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

5.10.3 Entirety of Agreement: This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5.10.4 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.10.5 Assignment: Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

5.10.6 Incorporation by Reference: Attachments and Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement.

5.10.7 Severability: In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same

shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

- 5.10.8 Preparation of Agreement: The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 5.10.9 Amendments: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 5.10.10 Waiver: The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- 5.10.11 Force Majeure: Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- 5.10.12 Survival: All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.
- 5.10.13 Contract Administration: SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement. The Office of Facilities and Construction's assigned Project Manager is the Owner's Representative.
- 5.10.14 Conflict of Interest: The Design Professional represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder. The Design Professional endeavors to ensure that no persons having any conflicting interest shall be employed to perform any Services.

PART 5 - ARTICLE 11 - Notice Provisions

5.10.1 When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Office of the Chief Facilities Officer
600 SE 3 Avenue
Fort Lauderdale, FL 33312
Attn: Leo Bobadilla
Chief Facilities Officer

With a Copy to: Office of Facilities and Construction
3775 SW 16th St
Fort Lauderdale, FL 33312
Attn: Shelley N. Meloni
Director, Pre-Construction Office of Facilities and Construction

To Nyarko Architectural Group, Inc.: Charles Nyarko, President
Charles Nyarko, President
5931 NW 173 Drive, Suite 2 Miami, FL 33015

With a Copy to: Heery International, Owners Representative
3897 NW 10th Ave., Oakland Park, FL 33309
Attn: Robert Corbin, Program Director/Vice President

END OF TERMS / CONDITION / REQUIREMENTS

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____

Dr. Rosalind Osgood, Chair

ATTEST:

Approved as to Form and Legal Content:

Robert W. Runcie, Superintendent of Schools



Office of the General Counsel



(Corporate Seal)

Nyarko Architectural Group, Inc.



By _____

Charles Nyarko, President

ATTEST:

, Secretary

-or-



Witness



Witness

The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 21 day of
July, 2016 by Charles Nyarko of

Name of Person

Nyarko Architectural Group, Inc., on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as identification and
did/did not first take an oath. Type of Identification

My Commission Expires: 12/15/2019



Katiana Louis-Charles
Commission # FF943765
Expires: December 15, 2019
Bonded thru Aaron Notary

Katiana Louis-Charles

Signature - Notary Public

Katiana Louis-Charles

(SEAL)

Printed Name of Notary

FF943765

Notary's Commission No.

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Identified Codes Regulations and Standards

General Notes:

1. The listing below, may or may not contain all of the potential Project Design Criteria for a Project.
2. The Design Professional shall identify any and all codes, regulations and guidelines required for the Project.
3. The Design Professional shall resolve any conflicts encountered between any of the codes, regulations and guidelines.
4. The Design Profession shall advise the Owner in writing immediately upon the discovery of a conflict.
5. Projects shall be designed to the requirements of the following List of Design Criteria unless notified by the owner otherwise.

List of Design Criteria:

1. SBBC Design and Material Standards
2. SBBC Design Criteria
3. Florida Building Code (FBC) (latest edition)
4. Florida Fire Prevention Code (latest edition)
5. National Electrical Code (NEC)
6. Florida Department of Education, Office of Educational Facilities-State Requirements for Educational Facilities (SREF) as referenced in
7. Bureau of Elevators of the Department of Business Regulation according to Chapter 399 of the Florida Statutes.
8. Site design shall comply with "Crime Prevention through Environmental Design principles. (CPTED)
9. City Zoning requirements

10. Building setbacks requirements shall be set by the most stringent of:
 - Florida Building Code -Section 423,
 - SREF
 - local authorities having jurisdiction.

11. Site and building drainage shall be in compliance with:
 - FBC,
 - BCDPEP,
 - SFWM, and all other applicable regulations.
 - DERM

11. Americans with Disabilities Act and Accessibility Guidelines (ADAAG).

12. Florida Department of Community Affairs-Florida Accessibility Code for Building Construction (FACBC).

13. ANSI Standard S12.60-2002, Acoustical Performance Criteria, Design Requirements and Guidelines for Schools.

14. Comply with Florida Standard for Radon-Resistant New Commercial Building Construction. (Department of Health Bureau of Environmental Toxicology Radon and Indoor Air)

15. EPA Handbook for Sub-Slab Depressurization for Low Permeability Fill Material. (Department of Health Bureau of Environmental Toxicology Radon and Indoor Air)

16. Underwriters Laboratories UL-790 and ASTM E-108 requirements for Class A fire rating for roof coverings.

17. The glazing Maximum Solar Heat Gain Coefficient (SHGC) is based upon the minimum and optimized levels of energy performance for the entire building project subject to the mandatory and prescriptive requirements of ASHRAE/IESNA Standard 90.1-2007.

18. maneuvering clearances at doors to comply with:
 - FBC
 - SREF requirements

19. LEED for Schools v3.0 rating system, and all referenced codes as stated therein.

20. Wind loading design pressures
 - FBC for High Velocity Hurricane Zones (HVHZ) (ASCE 7)

- FBC Section 423 for EHPA enclosures
- Miami Dade NOA

21. Comply with all the various agencies with jurisdiction on the site.
22. Florida Department of Transportation (FDOT). Where applicable
23. Utility Company Regulations
24. Other

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The School Board of Broward County

Professional Services Agreement

PSA ATTACHMENT 2

BASIC DESIGN PHASING REQUIREMENTS

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1.0 Project Start

- 1.1 The Design Professional is awarded a Project or is notified of a Project being assigned to him or her.
- 1.2 Project Start up deliverables from the Owner are received for the Design Professionals review. Note that all owner deliverables may not be available at this time.
- 1.3 A Project Design kickoff meeting will be requested to review the particulars of the proposed Project. An abbreviated site visit by the Design Professional with the Program's Project Manager and/or Design Manager may be requested prior to the kick off meeting.
- 1.4 Based on the specific Project Scope, portions of the following design stages and design activities may not be required as part of the Design Professionals scope of work for the particular Project.
- 1.5 These scope determinations will be discussed at the kickoff meeting and an action plan will be developed and issued. Note that the deliverables package from the Owner may indicate some preliminary scope determinations, which will also be discussed for the Design Professional's input.

2.0 Pre-Design

- 2.1 Prior to commencing work The Design Professional must have received a fully executed Authorization to Proceed.
- 2.2 Visit and inspect the site to verify if existing conditions conform to those portrayed on information as may have been provided by the Owner.
- 2.3 Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition and age of the existing equipment and site with particular attention to the following building/site elements as appropriate to the defined Project's scope of work.
 - 2.3.1 All applicable above ceiling areas.
 - 2.3.2 Power supplies, switch gear, breaker panels, electrical room, electrical vault, transformers and mechanical room.
 - 2.3.3 Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
 - 2.3.4 Roofing, waterproofing and building envelope systems.
 - 2.3.5 Site drainage systems and water retention characteristics.
 - 2.3.6 Determine average condition of fixed equipment.
 - 2.3.7 Life safety, fire alarms, public address, generators and emergency lighting.
 - 2.3.8 ADA requirements.
- 2.4 Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance

by the Owner.

- 2.5 Room and space size and relationship requirements are to be extracted and organized based on the SFER requirements.
- 2.6 Subsidiary spaces and sizes are to be extracted and organized based on the SFER requirements.
- 2.7 A preliminary OEF Space Chart Form shall be generated at this time.
- 2.8 Investigate and response/react to any defined required design concept or theme presented in the ATP shall be provided. Response can be in any format. Photos, sketches, narrative.
- 2.9 Based on an analysis of the gathered and provided information, the Design Professional shall provide a project Risk Analysis Report. This report shall identify problem issues with the current project scope, schedule or cost. This report shall also identify any potential, or impacting design related issues.
- 2.10 The Design Professional shall preform a building code analysis.

3.0 Pre-Design Review Meeting

- 3.1 The purpose of this review shall to be to review all known aspects of the proposed project to date and to make determinisms for the next stage. The review shall include the following:
 - 3.1.1 Impact of existing conditions
 - 3.1.2 Spatial and functional relationships
 - 3.1.3 Site relationships
 - 3.1.4 Room listings, sizes and functions
 - 3.1.5 Risk Analysis factors
 - 3.1.6 Building Code Analysis
 - 3.1.6.1 Occupancy classifications
 - 3.1.6.2 Possible and Proposed construction types
- 3.2 The Design Professional shall present the alternative approaches to the use, and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, shall make recommendations among such alternatives, including site locations of building additions.
- 3.3 Based on this review, an Action Plan will be developed and distributed. Pending the directions to be taken, a new ATP may be required.

4.0 Conceptual Design

- 4.1 Prior to the start of work for the Conceptual Design stage, the Design Professional must receive written direction from the Owner to proceed. E-mail format will be utilized for this authorization.
- 4.2 A Basis of Design Report shall be developed by the Design Professional based upon, the information gathered from the site review, the ATP requirements and the extraction of the defined space requirements and accessory spaces as per the SREF requirements, and any direction provided as a result of the Pre-Design Review Action Plan. The Basis of Design Report will include the following information.
 - 4.2.1 Alternative spatial relationships and site relationships are to be evaluated
 - 4.2.1.1 Site relationships are to be further defined and illustrated by outline plans inserted onto a site plan.
 - 4.2.1.2 Pending the Site particulars and pending the program, more than one building solution may be required.
 - 4.2.2 Spatial adjacency and functional relationships are to be further defined and integrated and illustrated by outline plans.
 - 4.2.2.1 Circulation and egress requirements are to be further defined and indicated on the outline plans.
 - 4.2.3 Alternative building elevations to be provided for primary exposed façade and at a primary connection to an existing condition façade.
 - 4.2.4 Building Section thru the primary new functions of proposed new spaces. Relationship with existing conditions shall also be presented.
 - 4.2.5 The OEF Space Chart Form shall be updated at this time. not yet - discuss
 - 4.2.6 The Design Professional shall report as to the status of the selections of materials and discuss any changes or additions from previous discussions.
 - 4.2.7 The Design Professional shall report as to the status of the recommended building systems and equipment and discuss any changes or additions from previous discussions.
 - 4.2.8 The Design Professional shall report as to the status of the potential construction methods, the optional methods of project delivery and to discuss any changes or additions from previous discussions.
 - 4.2.9 The Risk Analysis shall be updated as a result of, new discoveries and resolution of items thru the current progress.

- 4.3 A Probable Construction Cost analysis and statement shall be provided at this time.

5.0 Concept Design Review Meeting

- 5.1 The purpose of this review shall be to review the status and progress of the proposed project to date and to make determinisms for the next step. The review shall include the review of items 4.2.1 thru 4.3 above.
- 5.2 Based on this review, an Action Plan will be developed and distributed. Pending the directions to be taken, a new ATP may be required.
- 5.2.1 Pending the scope of the Project, this review may be a 2 step review. The Design Professional may be required to present the Project to a Design Review Committee or to the School Board. (note: in most cases, this requirement will be identified in the early project stages)

6.0 Schematic Design

- 6.1 Prior to the start of work for the Conceptual Design stage, the Design Professional must receive written direction from the Owner to proceed. E-mail format will be utilized for this authorization.
- 6.2 The Design Professional shall prepare, submit and present for approval by the Owner a Schematic Design Report Package, comprised of the SREF requirements for Schematic Design Documents and Schematic Design Studies.
- 6.2.1 Any special requirements affecting the Project shall be identified.
- 6.2.2 A statement of Probable Construction Cost.
- 6.2.3 The OEF Space Chart Form updated and formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.
- 6.2.3.1 Provide room name and number listing in a (room finish) re-usable format – with columns for SF's at this time.
- 6.2.4 Site Survey -- A hardcopy and electronic media copy of the owner provided site survey with the following information: the legal description of the site, acreage, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps, and use. The site survey may be an update of informational surveys provided by the Owner but shall be prepared on electronic media and submitted in both hard and electronic media formats.

6.2.5 Schematic Design Documents

- 6.2.5.1 These documents shall be schematic, responding to the Project requirements. In addition to SREF requirements and information required by the Owner's document submittal checklist for schematic design. modify the checklist requirement – rewrite... All plans shall have a graphic scale and a north indicator.
- 6.2.5.2 A Transmittal Form.
- 6.2.5.3 A site plan showing acreage, contours and general topographical conditions, flood plain elevation and velocity zone, over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas with accessible spaces identified, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings and use, location of proposed building(s) and future additions, portable classrooms and other re-locatable or temporary structures, community use buildings, phased construction, preliminary soil borings. (At Plan review stage and CD review stage, a statement will be required to be included on the site plan identifying the FEMA flood plain and the velocity zone in which the project is located. The statement shall be signed and dated by the Architect or Engineer of Record.)
- 6.2.5.3.1 Indicate general locations, of service and preliminary service requirements with all utility companies (Florida Power and Light, Owner selected phone service, cable TV, water, sewer, storm drainage and any other identified utility service).
- 6.2.5.3.2 Environmentally sensitive site areas as identified on the Owner provided Environmental Study (per Section 235.193, F.S.) to be indicated on the plans along with any identified related requirements for these areas.
- 6.2.5.4 Floor plans showing over-all dimensions, room names, door locations, accessible building exits, occupant loads of each space, any existing buildings and its use. Previously planned future additions, if additions are still planned (Owner to confirm) and any known planned construction on site or adjoining the site (Owner to confirm).
- 6.2.5.5 Provide a life-safety plan delineating the paths of travel, the source and exiting volumes and the exit width and path of travel calculations. Indicate accessible exits. Indicate fire walls, smoke partitions, and protected corridors. Identify any special fire suppression systems. (kitchen hoods, halon, CO2 systems, etc) Identify any spaces or zones not receiving a fire suppression system. Indicate preliminary fire alarm systems zones. Indicate preliminary fire sprinkler systems zones. Indicate control panel location. Indicate any other life-safety features relevant to the facility.

- 6.2.5.6 Provide elevations and sections of the building to illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, preliminary material selections, and other building features and spatial relationships .
- 6.2.5.7 An Outline Demolition Plan
 - 6.2.5.7.1 Indicate spaces impacted by demolition. And show where and how impacted spaces are integrated into the new plan. This shall be 2 reduced size plans on 1 sheet.
- 6.2.5.8 Schematic Project Manual
 - 6.2.5.8.1 Outline Specifications for Division 2-17
 - 6.2.5.8.2 Schematic Room Finish Schedule (still with sf columns)
- 6.2.6 Schematic Design Report Brochure
 - 6.2.6.1 The brochures shall have heavy stock covers and plastic comb or metal spiral binding. 8 ½ x 11 format. Additional copies of this Schematic Design Brochure if required by the Owner will be compensated as a reimbursable service approved in advance by the Owner.
 - 6.2.6.2 The Brochure shall include:
 - 6.2.6.2.1 A summary design statement indicating the general design intent, conceptual development,
 - 6.2.6.2.2 A facilities list including the number of spaces, net/gross square footages (separate from the OFE Chart)
 - 6.2.6.2.3 Colored Plans,
 - 6.2.6.2.3.1 Site
 - 6.2.6.2.3.2 building elevations
 - 6.2.6.2.3.3 building sections,
 - 6.2.6.2.3.4 any applicable sketch perspectives
 - 6.2.6.2.3.5 miscellaneous diagramming, photographs of any applicable massing and building models,
 - 6.2.6.2.4 Narrative discussions and descriptions of preliminary materials selections, components, assemblies, and systems for:
 - 6.2.6.2.4.1 Landscape
 - 6.2.6.2.4.2 civil
 - 6.2.6.2.4.3 structural
 - 6.2.6.2.4.4 mechanical
 - 6.2.6.2.4.4.1 Mechanical Requirements Specific to Remodeling and Addition Projects: Provide a listing of capacities for existing HVAC

equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.

6.2.6.2.4.5 electrical

6.2.6.2.4.5.1

Electrical Requirements Specific to Remodeling and Addition Projects: Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment and the communication equipment room.

6.2.6.2.4.6 plumbing

6.2.6.2.4.7 misc. technical

6.2.6.2.4.8 architectural

6.2.7 An Updated Project Development Schedule:

6.2.7.1 This schedule shall be in compliance with the initial Project Schedule and is for approval by the Owner. This schedule shall show activities including but not limited to the Design Professional's design and coordination efforts and the Owner review/ approval periods.

6.2.7.2 This schedule shall also include all activities known at this stage of the project's development including any projected or preliminary requirements for moving portables, relocating classrooms, removing and storing furniture, hazardous material abatement, any work by the Owner, separate contractors, on-site utilities and equipment and any other activities that may impact the construction of the project. The schedule shall also include any identified offsite work.

6.2.7.3 This schedule shall also include the site approval reviews, and the permitting process.

6.2.7.4 The schedule to be generated in electronic media software with a bar chart format.

6.2.8 Statement of Probable Construction Cost: The Design Professional shall submit to the Owner for review and approval a schematic design phase estimate of probable construction cost itemized by major categories based on the expected bid date.

6.2.9 The Design Professional shall coordinate with the Owner to determine the municipal, county and other jurisdictional agencies that will require site plan coordination and/or approval for the Project and will determine/confirm the permitting and review strategies and update the Project Development Schedule and generate a freestanding Permitting Schedule.

6.2.9.1 The Design Professional shall prepare applications for these site plan and

coordination reviews directly after approval of the Schematic Design Package as appropriate to this phase of the project. The Design Professional shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project.

6.3 Schematic Design Package - Submittal Requirements -

6.3.1 The Design Professional shall submit for Owner approval:

6.3.1.1 Plans

6.3.1.1.1 three (3) copies of all full size documents are required under this Phase,

6.3.1.2 Schematic Design Report Brochure

6.3.1.2.1 three (3) copies
Quantity pending review requirements

6.3.1.3 Project Development Schedule

6.3.1.3.1 three (3) copies

6.3.1.4 Probable Construction Cost Report

6.3.1.4.1 three (3) copies

6.4 The Design Professional shall provide presentations of the Schematic Design to:

6.4.1 The Owner's staff

6.4.2 Design Review Committee (if required, add 5 copies of brochure)

6.4.3 The School Board of Broward County, Florida, (if required, add 10 copies of brochure).

7.0 Design Development

7.1 The Design Professional is to proceed with Design Development and all adjustments to the Project Scope, Schedule, and Budget from the Schematic Design Review as directed by the Owner, after receiving written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

7.2 The Design Professional shall prepare, submit and present for approval by the Owner, a Design Development Report Package, comprised of the SREF requirements documents and the following:

7.2.1 Project Transmittal Form.

- 7.2.2 OEF form 208 (a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.
- 7.2.3 Documents: These documents shall be design development package corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase I requirements, SREF requirements, and any specific Owner provided informational needs, the documents shall include the following:
 - 7.2.4 Drawing Package Information Sheets
 - 7.2.4.1 Cover Sheet
 - 7.2.4.1.1 Cover sheet will include the following information
 - 7.2.4.1.1.1 Facility name
 - 7.2.4.1.1.2 Project description
 - 7.2.4.1.1.3 SBBC Project number
 - 7.2.4.1.1.4 Listing of consultants
 - 7.2.4.1.1.5 School board members and titles
 - 7.2.4.1.1.6 School board logo
 - 7.2.4.1.1.7 Location map
 - 7.2.4.1.1.8 Document package type
 - 7.2.4.2 Index of Drawings
 - 7.2.4.2.1 The full index of drawings will be in the Architectural Set.
 - 7.2.4.3 General Information Sheets
 - 7.2.4.3.1 All disciplines will have the following information sheets. This information may require multiple sheets.
 - 7.2.4.3.1.1 Abbreviations
 - 7.2.4.3.1.2 Reference symbols
 - 7.2.4.3.1.3 Materials legend
- 7.2.5 Architectural and Civil site plan(s) showing, (in addition to Schematic Design site survey requirements), the proposed design for: landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water piping and physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.
 - 7.2.5.1 A statement, signed and dated by the Design Professional or his designated Consultant, shall be included on the site plan identifying the number of existing trees, the number and size of required trees, and the number of new trees to be planted. (signatures required at 90% CD package)

7.2.6 Building Plans

7.2.6.1 General

- 7.2.6.1.1 By symbol, indicate fire extinguishers, fire alarm equipment, smoke vents, master valves, emergency disconnects, emergency lighting, emergency power equipment, fire sprinklers, exit signs, smoke and fire dampers, and other life-safety equipment relevant to the facility on the appropriate discipline plans.
- 7.2.6.1.2 By symbol, indicate connections and tie-ins to any existing equipment on the appropriate discipline plans.
- 7.2.6.1.3 Floor plans for additions to an existing facility: Indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes. Distinguish between new and existing areas.

7.2.6.2 Floor plans

- 7.2.6.2.1 Drawn at 1/8 inch or larger scale showing typical student occupied spaces or special rooms with dimensions, public facilities, stairs, elevators, and identification of accessible areas.

7.2.6.3 Floor plans

- 7.2.6.3.1 Drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, equipment and furnishing layouts, door and window locations.
- 7.2.6.3.2 Reflected ceiling plans drawn at 1/4 inch scale (minimum) showing typical spaces or special rooms with dimensions, lighting equipment and ceiling panel layouts.

7.2.6.4 Roof plans drawn at 1/4 inch scale (minimum) showing typical spaces or special rooms with dimensions, equipment layouts.

7.2.6.5 The life-safety plans shall be updated to reflect modifications as a result of the design progress. Indicate the paths of travel, the source and exiting volumes and the exit width and path of travel calculations. Indicate accessible exits. Indicate fire walls, smoke partitions, and protected corridors. Identify any special fire suppression systems. (kitchen hoods, halon, CO2 systems, etc.) Identify any spaces or zones not receiving a fire suppression system. Indicate preliminary fire alarm systems zones. Indicate preliminary fire sprinkler systems zones. Indicate control panel location. Indicate any other life-safety features relevant to the facility.

7.2.6.6 A Proposed Project Phasing Floor Plan drawn at an architectural scale that will allow the entire facility to be shown contiguous, on one sheet, which indicates project phasing as applicable to the Project.

7.2.6.7 Existing Facility Accessibility Criteria

7.2.6.7.1 For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans.

7.2.6.7.2 Sketches of proposed vertical platform lifts, including layout drawings showing the effect of the lift on existing spaces, corridor widths and exiting from the affected facility.

7.2.6.7.3 Sketches of proposed inclined wheel chair lift including layout drawings showing the effect of the lift on the stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the effect on exiting from the affected areas of the facility.

7.2.6.8 Open Space Concept Criteria

7.2.6.8.1 When planning open space schools or administrative spaces, a floor plan shall be submitted showing the methods used to permanently define the means of egress, such as surface finish or color.

7.2.6.9 All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale and massing of the facility.

7.2.6.10 Typical building sections to show dimensions, proposed construction materials, and relationship of finished floor to finished grades.

7.2.6.11 Structural Plans

7.2.6.11.1 Preliminary Structural Drawings including plans and sections indicating anticipated systems, connections and foundations.

7.2.6.12 Mechanical Plans

7.2.6.12.1 Single line Ductwork layouts shown on half tone reflected ceiling plans. Diffuser and return air locations as coordinated with Architectural and Electrical lighting plans.

7.2.6.12.2 Identify locations of Mechanical rooms and equipment, any grease trap(s), any LP gas tank locations, natural gas pipe layout, and tie ins to existing utilities.

7.2.6.12.3 Provide Proposed Mechanical Zoning Plan (as applicable).

7.2.6.13 Plumbing Plans

7.2.6.13.1 Indicate all plumbing fixtures and all tie in locations.

7.2.6.13.2 Provide Fixture Unit Counts and Calculations.

7.2.6.14 Fire Protection Plans

7.2.6.14.1 Provide Proposed Fire Protection Zoning Plan (as applicable).

7.2.6.15 Electrical Drawings

7.2.6.15.1 Lighting layouts for interior and exterior spaces shown on half tone reflected ceiling plans as coordinated with Mechanical and Architectural.

7.2.6.15.2 A one line diagram of the electrical distribution system.

7.2.6.15.3 Provide layout indicating security systems devices and control zones.

7.2.6.15.4 Locations of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator, location of the intercom console, ITV head end and tower, master clock, fire alarm panel. Show locations of mechanical equipment such as chillers, air handler units, etc. and their respective electrical connections.

7.2.7 Project Manual

7.2.7.1 Equipment and Furnishing Schedules: Indicating equipment and furnishing items that will be provided by the Contractor and those that will be provided by the Owner or others.

7.2.7.2 Outline specifications:

7.2.7.2.1 Current format of CSI Specification Numbering System shall be utilized. (based on contract date)

7.2.7.2.1.1 Division 1

7.2.7.2.1.1.1 Division 1 to be updated from the Schematic Design submittal.

7.2.7.2.1.1.2 Schematic Room Finish Schedule updated from schematic. (SF columns still present)

7.2.7.2.1.2 Divisions 2 through 17

7.2.7.2.1.2.1 Provide outline specifications with general

description of all systems and components.

7.2.7.3 Geotechnical Engineer's Report

7.2.7.3.1 Provide proposed method of treatment for unusual conditions.

7.2.8 Office of Educational Facilities Life-Cycle Cost Analysis (LCCA). LCCA shall be submitted to the Owner for review and approval with the Design Development documents.

7.2.8.1 LCCA shall be by a commercially available life-cycle cost analysis program and shall be based upon the requirements of Florida Statute 1013.451.

7.2.9 Florida Energy Efficiency Code for Building Construction (FEEC). FEEC forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted to the Owner for review and approval with the Design Development documents.

7.2.10 Statement of Probable Construction Cost:

7.2.10.1 The Design Professional shall submit to the Owner for review and approval a Design Development phase estimate of probable construction cost itemized by major categories based on the expected bid date. The Format for this estimate is to follow the content of the Project's Outline Specification for Divisions 2 through 17.

7.2.10.1.1 Key differences between the Schematic Design and the Design Development cost are to be summarized.

7.2.11 An updated Project Development Schedule reflecting development and anticipated schedules for all new and existing subsequent project activities.

7.2.12 A written response from the Design Professional and each of the Consultants, explaining how each previous Owner and reviewing agencies review comments have been addressed.

7.2.13 F.I.S.H Data Requirements

7.2.13.1 A simplified single line floor plan of the project.

7.2.13.2 A spreadsheet format schedule reflecting the room numbers; the name of the room or space; the net square footage of the space and the capacity of the space on electronic media and on a single 24" x 36" sheet of vellum conforming to the Owner's standards for graphics and for electronic media submittals. This drawing and database information will be for use in preparing F.I.S.H. (Florida Inventory of School Houses) information. The

Design Professional shall coordinate with and utilize the Owner's F.I.S.H requirements for room numbers, room name assignments and electronic media (format, layering, etc.) prior to developing final documents for this Design Development submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions.

7.2.14 Existing Hazardous Materials

Provide a letter to the owner advising of the extents of potential hazardous materials as indicated and provided by The Environmental Division of the Facilities and Construction Group. Outline the (or any) optional or alternate means of removal and timing of removal for Owner review and direction.

7.2.14.1.1 Integrate the impact of the Hazardous materials with the Project Development Schedule.

7.2.14.1.2 Integrate the impact of the Hazardous materials Statement of Probable Construction Cost and other documentation.

7.2.15 Preliminary color boards to review the color selections for all finish materials with the Owner.

7.2.16 Preliminary samples as requested by the Owner.

8.0 Design Development Package - Submittal Requirements

8.1 The Design Professional shall submit the following for Owner approval:

8.1.1 Plans

8.1.1.1 three (3) copies of all full size documents

8.1.2 Design Development Report Brochure

8.1.2.1 three (3) copies

8.1.3 Project Development Schedule

8.1.3.1 three (3) copies

8.1.4 Probable Construction Cost Report

8.1.4.1 three (3) copies

8.1.5 Life-Cycle Cost Analysis

8.1.6 Energy Efficiency Code Analysis

8.1.7 Response to Schematic Design Comments

8.1.8 F.I.S.H Data Requirements

8.1.9 Hazardous Materials letter

8.1.10 Updated Discipline Narratives

8.2 The Design Professional shall provide presentations of the Design Development to:

8.2.1 the Owner's staff

8.2.2 Design Review Committee (if required, add 5 copies of brochure)

8.2.3 The School Board of Broward County, Florida, (if required, add 10 copies of brochure).

9.0 Construction Documents Development – 90% complete

9.1 The Design Professional is to proceed with the Construction Documents and all adjustments to the Project Scope, Schedule, and Budget from the Design Development review as directed by the Owner, after receiving written direction from the Owner to proceed. E-mail format will be utilized for this authorization.

9.2 The Design Professional shall prepare, submit and present for approval by the Owner, a Construction Document Report Package.

9.3 This Construction Document Report Package shall include the following items:

9.3.1 Project Transmittal Form (Form 1310b)

9.3.2 An updated OEF form 208(a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.

9.3.3 Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit five (5) copies signed and sealed by a State of Florida registered design professional.

9.3.4 Final Calculations:

9.3.4.1 Structural systems

9.3.4.2 Mechanical systems

9.3.4.3 Electrical systems

9.3.5 Drawings:

9.3.5.1 All construction documents as necessary to receive building permits for the complete scope of work shall be included and shall be substantially complete.

9.3.5.2 Preliminary staging area plans to delineate staging areas, site barriers and other area designations to control and separate as required, students, faculty, staff and the public from construction activities and traffic.

9.3.6 Project Manual

9.3.6.1 All Project Manual documents as necessary to receive building permits for the complete scope of work shall be included and shall be substantially complete.

9.3.7 Project Development Schedule

9.3.7.1 Updated and formatted as a preliminary construction schedule reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project, project phasing, site mobilization, temporary facilities, general construction sequencing, anticipated substantial completion dates, Owner occupancy, mid all other significant Project events. Format updated schedule as a Gant Chart type schedule with mile stones.

9.3.8 Color boards

9.3.8.1 Boards illustrating color selections, finishes, textures and aesthetic qualities for all finish materials for final review and approval by the Owner and to establish a final pallet of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.

9.3.9 Design Development Comment Responses

9.3.9.1 Letters from the Design Professional and each of the major technical disciplines and any necessary Consultants or explaining how each previous Design Development comment has been addressed.

9.4 Construction Documents - 90% complete – Submittal Requirements

9.4.1 The Design Professional shall submit the following for Owner approval:

9.4.1.1 Transmittal Form

9.4.1.2 Plans

9.4.1.2.1 three (3) copies of all full size documents

9.4.1.3 A completed Building Department document submittal checklist

9.4.1.4 Reports and Brochures

9.4.1.4.1 three (3) copies

10.0 Jurisdictional Plan Approvals

10.1 Prior to the commencement of the Construction Documents – 100%, and early enough to ensure that the contractor is not delayed by permit processing, the Design Professional shall, with the owner's assistance, file the required documents for approval by governmental authorities, local, State or Federal, having jurisdiction over the portions of the

Project and obtain certifications of "permit approval" by these limited jurisdictional reviewing authorities. In cases, this activity or portions of this activity will not commence until such time as the Construction Documents are 100% complete.

- 10.1.1 The Design Professional shall provide the documents required for submittal to all of these governmental authorities.
- 10.1.2 The Design Professional shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by the various jurisdictional agencies.

11.0 Construction Documents Submittal – 100%

- 11.1 The Design Professional is to proceed with the completion of the construction documents and all adjustments to the Project Scope, Schedule, and Budget from the 90% construction document review comments as directed by the Owner, after receiving written direction from the Owner to proceed. E-mail format will be utilized for this authorization.
- 11.2 Construction Documents 100% Submittal: The Design Professional shall make a 100% Construction Documents submittal, for approval by the Owner.
 - 11.2.1 All documents for this phase shall be provided in both hard copy and in electronic media.
 - 11.2.2 Signed and Sealed Documents and Statements of Compliance
 - 11.2.2.1 Only complete documents, properly signed and sealed by the Design Professional and respective Consultants, will be accepted for review.
 - 11.2.2.2 These documents shall contain a statement of compliance by the architect or engineer of record that "To the best of my knowledge and belief these documents are complete, and comply with the State Requirements for Educational Facilities.
 - 11.2.3 When requested by the Owner, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
- 11.3 The following items shall be included with the 100% Construction Document submittal.
 - 11.3.1 In addition to 100% complete Construction Documents the following items are to be integrated into this Construction Document – 100% Submittal.
 - 11.3.1.1 Mechanical and Electrical Documents shall indicate that the approved systems from the Design Development FEED/LCCA analysis have been incorporated into the documents.

11.3.1.2 Project Manual

11.3.1.2.1 The Design Professional shall insert Division 0 and Division 1 into the specifications.

11.3.1.2.1.1 The Design Professional shall not add or delete items from the Division 0 and Division 2 documents without prior written approval from the Owner.

11.3.1.2.2 Approved list of alternate bid items, as authorized by the Owner shall be integrated into the project bid documents and the specifications.

11.3.1.3 As required, a threshold building inspection plan, prepared by the Design Professional, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S., shall be submitted to the Owner for review and approval with the 100% Construction Documents

11.3.1.3.1 Threshold building inspection plan documents are required for the following conditions:

11.3.1.3.1.1 Any building greater than three (3) stories or fifty (50) feet in height.

11.3.1.3.1.2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and/or an occupant load of five hundred (500) or more persons. Check- is this and/or

11.3.1.4 An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.

11.3.1.4.1 If this Statement of Probable Construction Cost exceeds the construction Budget, the Design Professional shall review materials, equipment, component systems and types of construction included in the Contract Documents and shall recommend changes in such items and/or reasonable adjustments in the scope of the Project for Owner approval for integration into the documents.

11.3.1.5 A letter from the Design Professional and each of the major technical Consultants explaining how each comment for the Construction Document 90% Review, has been addressed.

11.3.2 The Design Professional and his Consultants, as necessary, shall attend coordination, review and presentation meetings with the Owner to explain the

development of the design concept and the technical resolutions of the building or site systems as shown in the Construction Document 100% Submittals.

- 11.3.3 After Owners review of the 100% Construction Documents, the Design Professional shall make all required changes or additions and resolve all comments. A final Check Set shall be returned to the Owner for final approval.
- 11.3.4 Upon final approval by the Owner, the Design Professional shall furnish five (5) copies, signed and sealed of all Drawings and Specifications to the Owner for submittal to the designated Plan Review Agency.
- 11.3.5 Building Department plan review comments to be reviewed with the Owner and integrated into the documents.
- 11.3.6 This submittal will also become the official bid document set after all Plan review comments are integrated and approved by the building dept.
- 11.3.7 Design Professional shall assure the Owner that all limited jurisdictional, mandatory requirements are complete prior to bidding.

12.0 Bidding and Award of Contract

- 12.1 Bid Documents Approvals and Printing: Upon obtaining all necessary approvals of the Construction Documents, the Design Professional shall assist the Owner in obtaining bids and awarding construction contracts. The Owner, will provide reproductions of the drawings and specifications printed for bidding purposes.
 - 12.1.1 This printing may be handled by the Owner or as a reimbursable service through the Design Professional.
- 12.2 The Advertisement for Bids will instruct the bidders where to obtain the Bid Documents.
- 12.3 The Design Professional shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, with prior approval of the Owner.
- 12.4 The Design Professional shall attend a pre-bid conference as requested by the Owner.
- 12.5 The Design Professional shall prepare addenda, if any are required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.
- 12.6 The Design Professional shall be present at the bid opening, with the Owner's staff.
- 12.7 The Design Professional shall participate with the Owner in evaluating the bids and

investigating the qualifications of bidders and shall provide a written recommendation for bid award.

- 12.8 The Design Professional shall advise and consult with the Owner in awarding, and in the preparation of any Agreements necessary for the construction of the project.
- 12.9 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either:
 - 12.9.1 Approve the increase in Project cost and award a contract or,
 - 12.9.2 Reject all bids and rebid the Project within a reasonable time with no change in the Project,
 - 12.9.3 Direct the Design Professional to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project.
 - 12.9.4 Suspend or abandon the Project.
- 12.10 The Design Professional shall, modify the Construction Documents as necessary to bring the project within the Budget Construction Cost. The providing of such service shall be the limit of the Design Professional's responsibility in this regard and having done so, the Design Professional shall be compensated in accordance with this Agreement. The Owner may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 12.9.3 above. The Owner agrees to discuss this issue with the Design Professional prior to exercising this option.
- 12.11 If an estimate or cost analysis is required by the Owner for this phase, the Design Professional shall analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Budget Construction Cost.

13.0 Administration of the Construction Contract

- 13.1 Duration
 - 13.1.1 The Construction Administration Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner.
 - 13.1.2 During this period, the Design Professional shall provide Administration of the Construction Contract as set forth in the Contract Documents between the Owner and the Contractor, as basic services, including participation in building commissioning and partnering. Refer to Section 01350 – special procedures.
- 13.2 The Design Professional shall advise and consult with the Owner and shall have authority to act on behalf of the Owner within the limits established by this Agreement and the

Contract Documents. The Design Professional shall contemporaneously provide Owner with copies of all communications between Design Professional and Contractor and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project.

- 13.3 The Design Professional and his Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and the Project Schedule.

13.3.1 Site Visits

13.3.1.1 Design Professional - Site Visits

13.3.1.1.1 The Design Professional shall visit the site at least once per week to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule.

13.3.1.1.2 The Design Professional shall coordinate the timing of these visits with the Owner's Representative and the Weekly Progress Meeting, so as to permit joint observations of the progress of the Work.

13.3.1.1.3 Design Professional shall keep Owner informed of the progress and quality of the Work on the basis of the on-going site visits.

13.3.1.1.4 The Design Professional shall submit to Owner a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with the contractor's team.

13.3.1.1.5 The Design Professional shall report to Owner any defects and deficiencies in the Work coming to the attention of Design Professional.

13.3.1.1.6 The Design Professional shall make on-site observations utilizing the same personnel over the course of the Work.

13.3.1.2 The Design Professional shall assist the Owner in determining the cost of re-inspections due to the Contractor's failure to perform.

13.3.2 Design Professional's Consultants – Site Visits

13.3.2.1 The Design Professional's Consultants will be required to visit the site at least once a week when their respective portion of the work is in progress. The visits shall coincide with the Weekly Progress Meeting.

13.3.2.1.1 The Consultants shall submit to the Design Professional a

detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with the contractor's team for the Design Professional review and consultation with the Owner.

13.3.2.1.2 The Consultant shall report to Design Professional any defects and deficiencies in the Work coming to the attention of Consultant for the Design Professionals review and consultation with the Owner.

13.3.2.1.2.1 Consultant shall maintain a listing of such items and track the items for closure.

13.4 The Design Professional shall not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

13.5 Design Professional shall at all times, have access to the Work whenever it is in preparation or progress.

13.5.1 The Design Professional and the Consultants shall review and advise the Owner as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents.

13.5.1.1 Complete notations to the "as built" drawings shall include, but not be limited to all changes due to RFI's, ASI's, COD's, and CO's

13.5.2 The Owner may require the Design Professional and the Consultants to submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.

13.6 The Design Professional shall assist Owner in determining the amounts owing to Contractor based on observations at the site and on evaluations of Contractor's Applications for Payment and shall certify Certificates for Payment in such amounts as provided in the Contract Documents and in such form as Owner may request.

13.6.1 The certification of a Certificate for Payment shall constitute a representation by the Design Professional to the Owner, based on the Design Professional's observations at the site and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that the quality of the Work is in substantial accordance with the contract documents and that Contractor is entitled to payment in the amount certified.

13.6.1.1 The certification of a Certificate for Payment is not an acceptance of any in place or stored, work, materials or equipment.

- 13.7 The Design Professional shall render written advisory decisions, within a reasonable time on all claims, disputes and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 13.8 All interpretations and advisory recommendations of the Design Professional shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. In the capacity of interpreter, the Design Professional shall endeavor to secure faithful performance by both the Owner and Contractor, and shall not show partiality to either.
- 13.9 The Design Professional shall recommend to the owner, the rejection of Work which does not conform to the Contract Documents.
- 13.10 The Design Professional shall not have authority to stop the Work without approval of the Owner.
- 13.11 Whenever, in the Design Professional's opinion, it is necessary or advisable, the Design Professional shall recommend/advise to the owner, that special inspection or testing of the Work in accordance with the provisions of the Contract Documents shall occur, whether or not such Work be then fabricated, installed or completed.
 - 13.11.1 Owner shall furnish all such tests, inspections and reports that are required by law or by the Contract Documents or provide documentation that the item has previously been approved via inspection or testing.
 - 13.11.2 The Design Professional shall monitor all such testing or inspections.
- 13.12 The Design Professional shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, per conformance with the design concept of the contract documents. Such action shall be taken within fourteen (14) days of receipt by Design Professional unless Owner and Design Professional otherwise mutually agree.
 - 13.12.1 Design Professional's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures.
 - 13.12.2 Design Professional shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule.
 - 13.12.3 The Design Professional shall not approve changes to the contract or substitutions through the regular submittal process.
 - 13.12.3.1 All final decisions with respect to substitutions, Request for Proposals,

Change Orders, and other contract modifications shall be at the sole determination of the Owner.

- 13.12.4 The Design Professional shall be compensated for reviewing re-submittals after the first re-submittal of a respective submittal as a reimbursable expense with the Owner reimbursed by the Contractor under provisions of the Contract Documents.
- 13.12.5 The Design Professional will advise the Owner of the circumstances of all Submittal reviews requiring more than fourteen (14) days processing time.

14.0 Design Change Management

- 14.1 The Design Professional shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be effected by written order issued through Owner.
 - 14.1.1 The Design Professional shall provide recommendations concerning Request for Proposals, Change Orders, and Construction Change Directives and for their preparation, permitting and issuance to the contractor.
 - 14.1.2 The Design Professional shall coordinate with the Owner and comply with the Owner's written procedure and "Construction" Contract concerning the Owner's required review of Request for Proposals, Change Orders and Construction Change Directives... what is, where is the written procedure??
 - 14.1.2.1 Meet with the Owner's Project Manager prior to the preparation and execution of Request for Proposals and Change Order items to ensure that the changes comply with the intent of the proposed changes relative to the Project's original scope, the construction schedule and to Contractor entitlement for additional sums or contract time for the proposed Work.
 - 14.1.2.2 Submit written and graphic information documenting proposed changes for formal review by the Owner's Project Manager and Cost Estimator prior to the issuance to the Contractor.
 - 14.1.2.3 Review and indicate concurrence through signing the Request for Proposals etc. for Owner's authorization.
 - 14.1.2.4 Process, prepare and issue contract modification documents, in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed fourteen (14) days. The Design Professional shall provide written notification to the Owner concerning

those modification documents requiring more than fourteen (14) days processing time with an attached explanation of the circumstances requiring longer processing time.

15.0 Cost Management Responsibilities

- 15.1 The Design Professional shall review and analyze all proposals submitted by the Contractor relative to scope changes, cost impacting items, and time impacting items.
- 15.2 The Design Professional shall present his findings to the Owner.
- 15.3 The Design Professional shall, at the Owners request, review the proposals and his analyze with the Contractor in review sessions with the Owner.
- 15.4 The Design Professional shall log and track all proposals provided to him for his review.

16.0 Substantial Completion

- 16.1 Upon request to be awarded Substantial Completion by the contractor, The Design Professional shall schedule a joint inspection of the work with the Contractor. The Contractor shall provide a copy of his punch list to the Design Professional for use in the review to add and subtract items from the list. Upon completion of the review the Design Professional shall compile an Official Punch List of the work not complying with the Project Documents. He shall evaluate the cost to complete the work and if it does not exceed 2% of the total contract value, in his opinion, the Design Professional shall issue a Certificate of Substantial Completion to the Contractor.
- 16.2 The Design Professional shall administer the Contractor's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents.
- 16.3 The Design Professional shall review, and forward to Owner for Owner's review, written warranties, operations and maintenance manuals as required by the Contract Documents as assembled by the Contractor.
 - 16.3.1 The Design Professional and the Consultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of the Owner's personnel as required by the Contract Documents.
- 16.4 Design Professional shall inspect the Project upon Contractor notice stating the work has completed 100%. If the Design Profession agrees, he shall advise the Owner in writing to schedule a final walk thru with the Owner and the contractor. If the Owner agrees. The Design Professional shall prepare and execute the required forms and documents indicating that the Work is completed in compliance with the Contract Documents.

- 16.5 At the appropriate time, the Design Professional shall certify Contractor's final certificate for payment.
- 16.6 The Design Professional shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Design Professional has revised to conditions based on information furnished by the Contractor as Project Record Documents.
- 16.6.1 These prints and electronic media copies shall become the property of the Owner.
- 16.6.2 Submittal of these documents to the Owner is a condition of final payment of construction administration fees to the Design Professional.

17.0 Warranty Administration

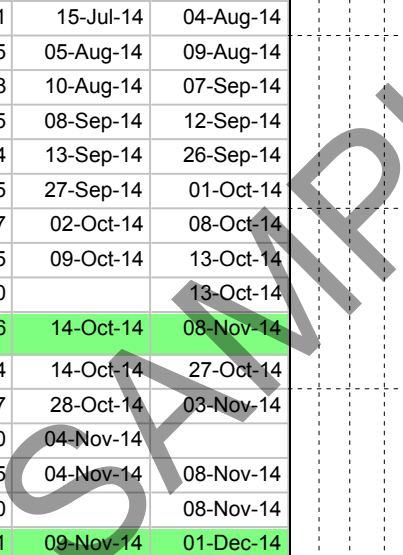
- 17.1 The Design Professional shall for one year following substantial completion of the construction project, assist the Owner, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to the Owner and Contractor.

END

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Owner's Initial Schedule

Activity ID	Activity Name	Remaining Duration	Start	Finish	2014												2015												2016											
					J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	
SCHEDULE					02-Jun-15, SCHEDULE																																			
DESIGN					13-Oct-14, DESIGN																																			
A1000	Pre-Design	7	08-Jul-14	14-Jul-14	Pre-Design																																			
A1010	Authorization to Proceed (ATP)	0	15-Jul-14		Authorization to Proceed (ATP)																																			
A1020	Schematic Design (30%)	21	15-Jul-14	04-Aug-14	Schematic Design (30%)																																			
A1030	Plan Review - Schematic Design	5	05-Aug-14	09-Aug-14	Plan Review - Schematic Design																																			
A1040	Design Development (60%)	28	10-Aug-14	07-Sep-14	Design Development (60%)																																			
A1050	Plan Review - Design Development	5	08-Sep-14	12-Sep-14	Plan Review - Design Development																																			
A1060	90% Construction Documents	14	13-Sep-14	26-Sep-14	90% Construction Documents																																			
A1070	Plan Review - 90% Construction Documents	5	27-Sep-14	01-Oct-14	Plan Review - 90% Construction Documents																																			
A1080	100% Construction Documents	7	02-Oct-14	08-Oct-14	100% Construction Documents																																			
A1090	Plan Review - 100% Construction Documents	5	09-Oct-14	13-Oct-14	Plan Review - 100% Construction Documents																																			
A1100	Submittal of 100% CDs to Building Dept.	0		13-Oct-14	Submittal of 100% CDs to Building Dept.																																			
PERMITTING					08-Nov-14, PERMITTING																																			
A1110	Building Department Initial Plan Review	14	14-Oct-14	27-Oct-14	Building Department Initial Plan Review																																			
A1120	Plan Revisions by Design Professional	7	28-Oct-14	03-Nov-14	Plan Revisions by Design Professional																																			
A1130	Resubmittal of revised Plans to Building Dept.	0	04-Nov-14		Resubmittal of revised Plans to Building Dept.																																			
A1140	Building Department 2nd Plan Review	5	04-Nov-14	08-Nov-14	Building Department 2nd Plan Review																																			
A1150	Permit Approval	0		08-Nov-14	Permit Approval																																			
PROCUREMENT					01-Dec-14, PROCUREMENT																																			
A1160	Procurement	21	09-Nov-14	01-Dec-14	Procurement																																			
CONSTRUCTION					02-Jun-15, CONSTRUCTION																																			
A1170	Construction & Closeout	180	02-Dec-14	02-Jun-15	Construction & Closeout																																			



█ Actual Work
 █ Critical Remaining Work
 ▶ Summary
█ Remaining Work
 ◆ Milestone

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**PSA Attachment #4
SAMPLE PERMITTING PLAN FORMAT**

Project Title: _____
 SBBC Project Manager: _____
 Design/Engineering Firm: _____

Note: The following is intended to be a guideline of the list of permits and required documents that may be required for the project; however the list is not all inclusive and it is the responsibility of the design/engineering professional to obtain all applicable permits and/or approvals.

General Instructions: This form is also intended to be used as a tracking mechanism for each type of permit required for the project. The design/engineering professional will be responsible for completion of this form. For each type of permit, please describe the type of application/forms required and the corresponding agency along with the other information required.

TREE PERMITS												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County DPEP										
CONCEPTUAL TRAFFIC/ENGINEERING												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County Traffic Engineering										
PLAT APPROVAL (if not previously recorded)												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Municipal Planning and Zoning										
		Broward County Development Dept										
SURFACE WATER MANAGEMENT												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		SFWMD or										
		DPEP Water Resources Division or										
		Local drainage district										
WATER USE												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		SFWMD										
		Joint Water Resources										
DREDGE AND FILL												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		DPEP										
WATER DISTRIBUTION												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County Health Department										
WASTE WATER COLLECTION												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County DPEP										



**PSA Attachment #4
SAMPLE PERMITTING PLAN FORMAT**

Project Title: _____
 SBBC Project Manager: _____
 Design/Engineering Firm: _____

Note: The following is intended to be a guideline of the list of permits and required documents that may be required for the project; however the list is not all inclusive and it is the responsibility of the design/engineering professional to obtain all applicable permits and/or approvals.

General Instructions: This form is also intended to be used as a tracking mechanism for each type of permit required for the project. The design/engineering professional will be responsible for completion of this form. For each type of permit, please describe the type of application/forms required and the corresponding agency along with the other information required.

WATER AND SEWER UTILITIES AND ENGINEERING APPROVAL												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Local Municipality										
ROAD WORK APPROVAL												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Public Works County and Local Engineering Department										
SIGNALIZATION, TRAFFIC SIGNAGE AND MARKINGS												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		Broward County Traffic Engineering										
BUILDING DEPARTMENT 1												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
	90% REVIEW	SBBC BUILDING DEPARTMENT						DISCUSS	DISCUSS	DISCUSS	N/A	
BUILDING DEPARTMENT 2												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
	100% REVIEW	SBBC BUILDING DEPARTMENT										
FIRE DEPARTMENT												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
		FIRE DEPARTMENT										
 												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments
 												
Item No.	Description	Agency	Responsible Party	Date of Initial Application Submittal	Agency Application Number	Date of Expected Comments	Date of Agency Comments	Date of Response to Comments	Date of Expected Comments	Date of Agency Approval	Agency Approval No. and/or Permit No.	Comments

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Design Professionals Invoice Format

The School Board of Broward County, Florida requires submittal of the Design Professional's invoice on the District's standard invoice forms attached to a transmittal form or letter on the Design Professional's company letterhead. Include the information and attachments described below:

1. Letterhead Containing Firm Information

- A. Firm Name
- B. Address
- C. Telephone and FAX Numbers
- D. Consultant's Invoice Reference Number

2. Address Transmittal/Letter to:

Office of Facilities and Construction
The School Board of Broward County, Florida
3775 SW 16th Street
Fort Lauderdale, FL 33312
Attention: Name of Project Manager

3. Ensure that Transmittal/Letter references the following information:

- A. Date of submittal.
- B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
- C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
- D. Name of Facility (and Facility Number).
- E. Name of Project
- F. School Board Project Number

4. Ensure attachment of the following documents to the Transmittal/Letter:

- A. Design Professional's Invoice Form
- B. Design Professional's Reimbursable Invoice Form
- C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.



The School Board of Broward County, Florida
 Florida Facilities and Construction Management Department
 3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional
 (Name)

Date:

Project No:

Facility Name:

Invoice No:

Project Title:

SBBC PO No.

Design Professional's

ATP No.

Remit to address:

Invoice From:

Project Manager

Original Basic Fee	\$
Current basic fee	\$

INVOICE TOTALS:

Summary	Current Fee	Previously Billed	This Invoice	Balance
Basic Services	\$	\$	\$	\$
Reimbursable	\$	\$	\$	\$
Total:	\$	\$	\$	\$

BASIC FEE TOTALS:

Period	Fee	Previously Billed	This Invoice	Balance
From to dates	\$	\$ % \$	% \$	%
	\$	\$ % \$	% \$	%
	\$	\$ % \$	% \$	%
	\$	\$ % \$	% \$	%
	\$	\$ % \$	% \$	%
Other Services	\$	\$ % \$	% \$	%
Total Previously Billed:		\$		
Total Amount This Invoice:			\$	
Total Balance:				\$

Submitted By: Name: Title: Date: (Signature)	Certified By: Name: Title: Project Manager Date: (Signature)	Recommended By: Name: Title: Date: (Signature)	Approved By: Name: Title: Date: (Signature)
--	---	---	--



The School Board of Broward County, Florida
 Florida Facilities and Construction Management Department
 3775 SW 16th Street Fort Lauderdale, FL 33312 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No: _____ Facility Name: Invoice No: _____
 Project Title: _____ SBBC PO No. _____
 Design Professional's: _____ ATP No. _____
 Remit to address: _____ Invoice From: _____
 Project Manager: _____

Item No.	Date	Reimbursable Item	Amount
Invoice Total			\$

Receipts for each Item must be attached.

Current Contract Amount:	\$			
Total This Invoice:		\$		
Total Previously Billed:			\$	
Total Balance:				\$

Submitted By: Name: Title: Date:	Certified By: Name: Title: Project Manager Date:	Recommended By: Name: Title: Date:	Approved By: Name: Title: Date:
(Signature)	(Signature)	(Signature)	(Signature)

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July 20, 2016

Submitted to:

Vanessa S. Lauchaire
Procurement & Warehousing Services
7720 West Oakland Park Blvd – Suite 323
Sunrise, FL 33351

Dear Ms. Lauchaire,

Re: A/E Services for Silver Trail Middle – RFQ 16-141C

This is to state that the basic A/E fee for the above referenced services is \$280,000.00, and it is in accordance with the agreed amount at the negotiation between the Broward Schools and Nyarko Architectural Group on 7/12/2016.

In addition, the negotiation established estimated reimbursable expenses amount for project related documents reproduction by A/E, and for design phase destructive and non-destructive tests ordered by A/E are \$2,500.00 and \$18,000.00 respectively.

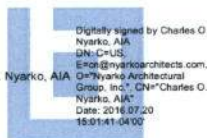
Attached here are:

1. Attachment A: brief Scope of Work and estimated cost breakdown, establishing the RFQ Funds as \$4,655,000.00 and the FLCC as \$3,117,890.00
2. Attachment B: the projected project schedule commonly reviewed at negotiation.

Also Nyarko Architectural Group, Inc. is a School Board of Broward County certified MBE (African American) firm, and qualifies for a 100% M/WBE participation goal.

Sincerely,


Charles O. Nyarko, AIA, NCARB, LEED AP
President



Bid Number RFQ 16-141C
School Silver Trail Middle School
Proposer's Company Name Nyarko Architectural Group

Date: 7/20/2016

FEE ANALYSIS TABLE

Classification	Hourly Rate (\$)	Multiplier	Program Validation		30% Construction Documents		60% Construction Documents		90% Construction Documents		100% Construction Documents		Bid Phase		Construction Administration		Warranty Inspection	
			Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)	Hours	Fees Subtotal (\$)
Principal In Charge	\$ 150.00	1.00	4	\$ 600.00	4	\$ 600.00	4	\$ 600.00	5	\$ 750.00	5	\$ 750.00	2	\$ 300.00	8	\$ 1,200.00	2	\$ 300.00
Project Manager	\$ 48.75	2.20	39	\$ 4,182.75	75	\$ 8,043.75	110	\$ 11,797.50	100	\$ 10,725.00	80	\$ 8,580.00	15	\$ 1,608.75	160	\$ 17,160.00	8	\$ 858.00
Senior Architect	\$ 61.36	2.20	30	\$ 4,049.76	35	\$ 4,724.72	60	\$ 8,099.52	40	\$ 5,399.68	20	\$ 2,699.84	10	\$ 1,349.92	45	\$ 6,074.64	4	\$ 539.97
Architect	\$ 50.75	2.20	0	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Architectural CADD	\$ 35.00	2.20	10	\$ 770.00	160	\$ 12,320.00	180	\$ 13,860.00	140	\$ 10,780.00	100	\$ 7,700.00	1	\$ 77.00	20	\$ 1,540.00		\$ -
HVAC Engineering	\$ 135.00	1.00	40	\$ 5,400.00	35	\$ 4,725.00	70	\$ 9,450.00	40	\$ 5,400.00	30	\$ 4,050.00	10	\$ 1,350.00	80	\$ 10,800.00		\$ -
HVAC CADD	\$ 35.00	2.20	10	\$ 770.00	75		100	\$ 7,700.00	75	\$ 5,775.00	40	\$ 3,080.00	1	\$ 77.00	16	\$ 1,232.00	2	\$ 154.00
Plumbing / Fire Protection	\$ 125.00	1.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		\$ -
Plumbing / Fire Prot. CADD	\$ 35.00	2.20	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -		\$ -
Electrical Engineering	\$ 135.00	1.00	20	\$ 2,700.00	25	\$ 3,375.00	35	\$ 4,725.00	30	\$ 4,050.00	25	\$ 3,375.00	4	\$ 540.00	35	\$ 4,725.00	2	\$ 270.00
Electrical CADD	\$ 35.00	2.20	1.5	\$ 115.50	40	\$ 3,080.00	75	\$ 5,775.00	50	\$ 3,850.00	40	\$ 3,080.00	2	\$ 154.00	0	\$ -		\$ -
Specifications	\$ 35.00	2.20	4	\$ 308.00	10	\$ 770.00	30	\$ 2,310.00	35	\$ 2,695.00	25	\$ 1,925.00	2	\$ 154.00	8	\$ 616.00	2	\$ 154.00
Technical / Spec Support	\$ 25.00	2.20	4	\$ 220.00	15	\$ 825.00	18	\$ 990.00	38	\$ 2,090.00	35	\$ 1,925.00	1	\$ 55.00	0	\$ -		\$ -
Structural engineering	\$ 135.00	1.00	4	\$ 540.00	20	\$ 2,700.00	30	\$ 4,050.00	25	\$ 3,375.00	20	\$ 2,700.00	1	\$ 135.00	25	\$ 3,375.00	2	\$ 270.00
Total Fee Per Phase				\$ 19,656.01	\$ 41,163.47	\$ 69,357.02	\$ 54,889.68	\$ 39,864.84	\$ 5,800.67	\$ 46,722.64	\$ 2,545.97							

Notes:
 RFQ Funding \$4,655,000.00
 FLCC \$ 3,117,890.00

Total Fee For Professional Services	\$ 280,000.00
Allowances:	
Reproduction Expenses	\$ 2,500.00
Destructive & Non-destructive Testing Expenses	\$ 18,000.00
Grand Total Fee (Including Allowances)	\$ 300,500.00


 Charles Myarko, AIA, NCARB, LEED AP
 President, Nyarko Architectural Group

Broward County Public Schools
A/E Negotiations Parameters

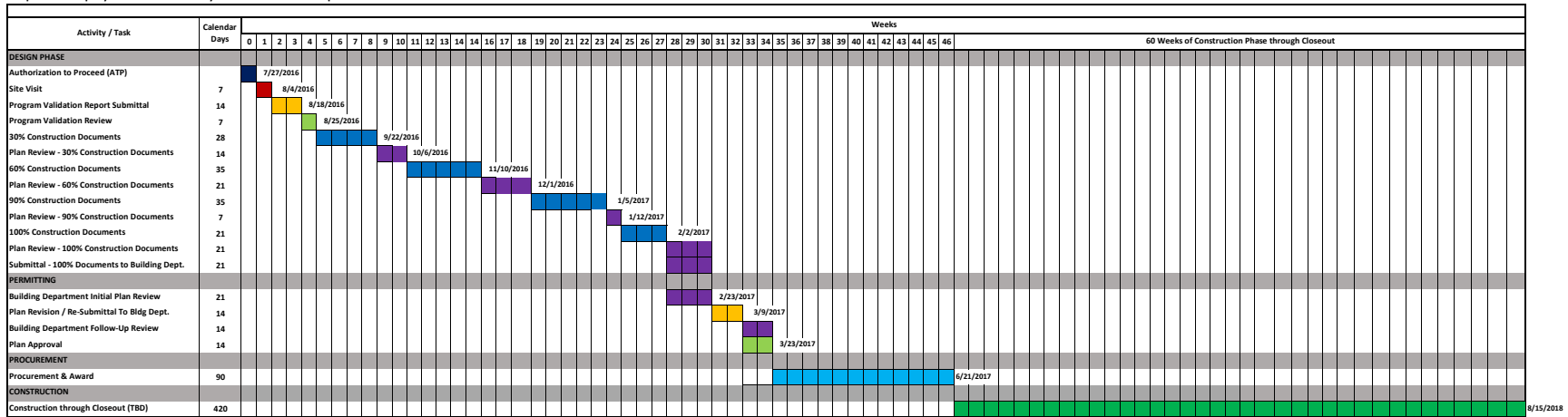
ATTACHMENT A

Silver Trail Middle School				RFQ 16-141C	
SCOPE	Total Funds	Modifications	Scope Included	RFQ Funds	FLCC
Single Point of Entry	\$233,000		YES	\$233,000	\$156,062
School Choice Enhancement	\$100,000		NO		
HVAC Improvements	\$1,446,000		YES	\$1,446,000	\$968,522
CAT 6 Data Port Upgrade	\$31,000		NO		
Re-roofing of existing Buildings #1 and #2. The intent of this project is to provide for a complete and compliant turn-key roofing job in accordance with design criteria and building codes. Include all demolition and disposal of roofing materials. Furnish and install SBS modified roofing system with compatible components.	\$3,581,000	(\$605,000)	YES	\$2,976,000	\$1,993,306
Wireless Network Upgrade	\$47,000		NO		
Technology Infrastructure Upgrade	\$251,000		NO		
Additional Computers to Close Computer Gap	\$316,000		NO		
TOTAL	\$6,005,000			\$4,655,000	\$3,117,890

ATTACHMENT B

Bid Number RFQ 16-141C
 School Silver Trail Middle School
 Proposer's Company Name Nyarko Architectural Group

Date: 7/20/2016



Charles Nyarko, AIA, NCARB, LEED AP
 President, Nyarko Architectural Group

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CONSTRUCTION CONTRACT VALUE	FEE PERCENTAGE		
	PROJECT COMPLEXITY (see Definitions Below)		
	Non Complex	Intermediate	Complex
Less than \$1M	10.00%	11.00%	12.00%
\$1M - <\$2M	8.00%	9.00%	10.00%
\$2M - <\$4M	7.50%	8.50%	9.50%
\$4M - <\$10M	7.00%	8.00%	9.00%
\$10M - <\$15M	6.50%	7.50%	8.50%
\$15M - <\$20M	6.00%	7.00%	8.00%
\$20M - \$40M	5.80%	6.50%	7.50%

PROJECT COMPLEXITY - DEFINITIONS

NON COMPLEX:

Includes basic architectural and/or civil work and roofing
 Electrical – 110V only
 Mechanical – simple replacement of components
 Plumbing – replacement of fixtures and immediate piping
 Civil – trenching, slabs on grade, fencing, sidewalks, landscaping

INTERMEDIATE – (Non Complex plus)

Includes Architectural, Civil and MEP
 Architectural – renovations to exterior non-load bearing walls, windows, doors
 Mechanical – replacement of components and existing controls
 Fire – minor revision to sprinkler systems
 Electrical – 110/220V systems
 Plumbing – new/modifications to distribution

COMPLEX – (Intermediate plus)

Includes multi-discipline work including civil, architectural, MEP, fire protection and controls system
 Mechanical - Major equipment and controls system
 Electrical – High voltage, 480V, 220V & 110V
 Fire – Sprinkler system and controls systems
 Plumbing – above & below grade

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Supplemental Services

1.0 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Agreement. If the item or items below are listed in your specific Project Scope then the items are considered Basic Services for your specific Project. If the scope of services is requested after the initial Authorization to Proceed, then standard procedure for a design scope change is to be followed to establish the cost for the change prior to the work being accomplished.

2.0 Scope Items

- 2.1 Providing special analysis of the Owner's needs, and special detailed programming requirements for a project.
- 2.2 If the project needs are so unique that a special analysis of the requirements is necessary to establish a more detailed program.
- 2.3 Providing financial feasibility, or other special studies.
- 2.4 Providing planning surveys, site evaluations, or comparative studies of prospective sites.
- 2.5 Providing services relative to future facilities, systems and equipment which are not intended to be constructed as part of the current Project's construction phase.
- 2.6 Providing services to make measured drawings or partial measured drawings of the existing site or facilities.
- 2.7 Providing the services of a cost estimating firm beyond the basic services described in the contract. The choice of the estimating firm, qualifications of the firm and the terms of employment of the firm shall be approved in writing in advance by the Owner or may be the Owner's independent cost estimator.
- 2.8 Providing interior design services required for or in connection with the selection of furniture or furnishings, except equipment included in the Construction Contract and identified in the educational specifications.
- 2.9 Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- 2.10 Providing the services of one or more full-time Construction Inspector during construction; including the services of a Special Threshold Inspector.
- 2.11 Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.
- 2.12 Providing consultation concerning replacement of any Work damaged or built inconsistent with the Contract Drawings, providing the cause is found by the Owner to be other than by fault of the Design Professional.
- 2.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

- 2.14 Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Owner, when so directed in writing by Owner. Standard change process to be utilized. Compensation for Supplemental Services will not be paid for revisions due to design errors or omissions. Compensation for Supplemental Services will not be paid for revisions due to bids exceeding the "fixed limit of construction cost," unless the Design Professional has previously projected cost overruns at the Design Development Phase.
- 2.15 Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any Sub-contractor.
- 2.16 Preparing change orders and related documents for significant changes in the scope of the project as requested by the Owner in writing. Compensation for Supplemental Services will not be paid for revisions due to design errors or omissions.
- 2.17 Review of extensive claims by the Contractor or others relating to the Project.
- 2.18 Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- 2.19 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 2.20 Providing services after certification to the Owner of that Final Certificate for payment, and said payment has been made to the Contractor.
- 2.21 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Architectural Practice related directly to construction.
- 2.22 The Design Professional shall be compensated for reviewing re-submittals after the first re-submittal of a respective submittal as a reimbursable expense with the Owner reimbursed by the Contractor under provisions of the Contract Documents. The Owner is to be advised in writing prior to performing the third review.
- 2.23 Investigative demolition work to determine existing conditions.

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Electronic Media Requirements

All Work product for all projects, requires hard copies, electronic copies (PDF) and electronic original copies. The electronic media requirements are as listed below.

ELECTRONIC MEDIA

1.0 General Information

- 1.1 The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services. The Design Professional shall post the complete bid package to these services upon written notification by the Owner. The posted documents shall be read only documents and the file format shall be PDF.

2.0 Software Requirements

2.1 Word Processing

- 2.1.1 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.

2.2 Spreadsheets

- 2.2.1 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.

2.3 Computer aided Design and Drafting

- 2.3.1 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

3.1 Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.

- 3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example survey sheets)

3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.

3.3 CAD File Layering

- 3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."

- 3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents

- 3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

- 3.3.3 Provide a separate list of all layers which do not conform to the standard AIA CAD Layer Guidelines or the FISH layering scheme.
- 3.4 No custom hatch patterns shall be utilized.
- 3.5 All symbols and blocks to have descriptive names
- 4.0 Electronic Media Delivery Requirements
 - 4.1 Transmittals shall include the following
 - 4.1.1 The Project Number, Project Title and date
 - 4.1.2 The Facility Name
 - 4.1.3 The submittal type
 - 4.1.4 The format and version of the software.
 - 4.1.5 An attached Listing of file names with the latest document publish dates
 - 4.2 All electronic media shall contain an attached label which shall identify 4.1.1, 4.1.2, and 4.1.3.
 - 4.3 Document clean-up
 - 4.3.1 Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:
 - 4.3.1.1 Purge all files and remove all extraneous graphics outside the border area.
 - 4.3.1.2 Make sure all reference files are attached without device path
 - 4.3.1.3 All required project files both graphic and nongraphic, shall include color tables, pen tables, font libraries, block libraries, user command files, plot files, etc. All project related blocks must be provided to the Owner as a part of the electronic digital deliverables.
 - 4.3.1.4 Make sure that all support files such as those listed above are in the same directory and that references to those files do not include device Path.
 - 4.4 The following Plot File Development and Project Documentation Information shall be submitted as an enclosure or attachment to the transmittal letter provided with each electronic digital media submittal.
 - 4.4.1 Documentation of the plot files for each drawing which will be needed to be able to allow identical plotting by the Owner at a later date. This documentation shall include the plotter configuration (e.g., name and model of plotter), pen settings, drawing orientation, drawing

size, and any other special instructions.

4.4.2 Instructions concerning how to generate plotted, drawings from the provided plot files.

4.5 Provide all symbols and blocks used in the project in a separate files.

4.6 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.

5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.

6.0 Documents for the Construction Contractor:

6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.

7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.

8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

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The School Board of Broward County, Florida

RFQ # and NAME RFQ 16-141C Silver Trail MS

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.



Signature

Nyarko Architectural Group, Inc.

Company Name

Charles Nyarko, AIA, NCARB

Name of Official

5931 N.W. 173 Drive, Suite 2

Business Address

Miami, FL, 33015

City, State, Zip Code

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Design Professional Company Name: _____

<p>Monthly Utilization Reports to be Submitted to: The School Board of Broward County, Florida Supplier Diversity & Outreach Program 7720 West Oakland Park Boulevard, Suite 323 Sunrise, FL 33351-6704</p>	<p>754-321-0550 Telephone 754-321-0934 FAX</p>
--	--

Monthly M/WBE Utilization Report

This report is to be provided monthly to coincide with the Design Professionals monthly billing.

1. Reporting Period From: _____ Reporting Period To: _____

This report is to be mailed directly to the Supplier Diversity & Outreach Program.

Design Professional Information

ADDRESS OF DESIGN PROFESSIONAL	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	Contract M/WBE Goal %
_____ Additional services listing _____ Current Totals					

SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION

NAME OF CERTIFIED M/WBE CONSULTANT	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Current Totals _____

Company Official's Signature & Title: _____

Phone # (_____) _____ Date: _____

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Charles O. Nyarko		
	2 Business name/disregarded entity name, if different from above Nyarko Architectural Group, Inc.		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		<input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate
			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 5931 N.W. 173 Drive, Suite 2		Requester's name and address (optional)
	6 City, state, and ZIP code Miami, FL, 33015		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

OR

Employer identification number										
6	5		-	0	7	0	9	6	3	9

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>7/21/2016</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1964 and broker accounts considered active during 1963.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1963 and broker accounts considered inactive during 1963.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(A))	The owner ⁴
7. Disregarded entity not owned by an individual	The grantor ⁴
8. A valid trust, estate, or pension trust	The owner
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	Legal entity ⁴
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The corporation
11. Partnership or multi-member LLC	The organization
12. A broker or registered nominee	The partnership
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The broker or nominee
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(B))	The public entity
	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME: Nyarko Architectural Group, Inc.

Authorization Agreement

I (we) hereby authorize The School Board of Broward County to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold The School Board of Broward County responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until The School Board of Broward County receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: Bank of America

Branch/ State: Florida

Routing No: 063000047

Account No: 001596261843 Checking Savings

VENDOR AREA:
Remittance Confirmation: (please select one) cn@nyarkoarchitects.com Fax Email

Federal Identification No. Vendor 65-0709639 TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number 305-820-3210 Dept. _____

Centralized Email cn@nyarkoarchitects.com Dept. _____

Centralized Phone No. 305-820-3555 Dept. _____

Signature

Authorized Signature (Primary) and Business title: *[Handwritten Signature]*, President Date: 7/21/2016

Authorized Signature (Joint) and Business title: _____ Date: _____

Please attach a VOIDED check to verify bank details and routing number.
This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS
AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by **Charles Nyarko, President, AIA, NCARB**

(Print individual's name and title)

for **Nyarko Architectural Group, Inc.**

(Print name of entity submitting sworn statement)

whose business address is

5931 N.W. 173 Drive, Suite 2, Miami, FL 33015

and (if applicable) its Federal Employer Identification Number (FEIN) is **65-0709639**

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this 21 day of July, 2016.

Personally Known

OR Produced identification _____

(Type of identification)

Notary Public - State of Florida

My commission expires 12/15/2019

Katiana Louis-Charles

(Printed, typed or stamped commissioned name of notary public)



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ERRORS AND OMISSIONS PROCESS

DEFINITIONS

Construction Change Order Item (“COP”): A document (Document 01250g) which identifies a change to the Scope of Work of the Project and/or Contract Time, which may increase or reduce Contract Sum.

Contract Sum: The initial construction cost identified in the agreement between the Contactor and Owner for constructing the Scope of Work.

Change Order: A document presented to the Owner for approval and which consists of one or more COIs.

Project Consultant Error. A Change Order Category which changes the Scope of Work and/or Contract Time as a result of contract documents that call for items which are incorrect (wrong dimensions; incorrectly sized pipe, duct, and equipment; conflicts and interferences; etc.).

Project Consultant Omission. A Change Order Category which changes the Scope of Work and/or Contract Time as a result of a contract document that fails to include items necessary to the project, of which the Project Consultant should have been aware (utilities to equipment, missing architectural details, etc.).

E&O: Means or refers to Project Consultant Errors and/or Project Consultant Omissions as described herein above.

Owner’s Request. A Change Order Category which changes the Scope of Work and/or Contract Time as a result of a change approved by the Owner resulting from new and/or revised criteria, mission change, etc.; or a technical or administrative decision that results in a finished product equivalent to that originally required, where the original design is correct (relocating doors or equipment, changing types of material or equipment, etc.); or a phase design and/or construction change to the original scope of work of the project; or a value engineering change initiated by the construction contractor.

Premium Costs: The additional cost of a construction contract change that would not have been incurred if the work had been included in the original contract. More specifically, Premium Costs are dollar amounts paid for “non-value added work” that is required to correct a Project Consultant's E&O. Non-value added work includes, but is not limited to, delays, inefficiencies, rework, or extra work as shown below, other than costs caused by the contractor and/or his subcontractors or suppliers or by other parties not under the control of the Project Consultant. Non-value added work can occur in three distinct situations:

- 1) Work delays or inefficiencies. The Premium Costs are costs the Owner paid or will pay to the contractor for delays or inefficiency damages caused by E&O;
- 2) Rework. The Premium Costs are the dollar amount of the original items of work that have to be removed and the costs to remove these items; and

- 3) Extra Work. The Premium Costs are the net difference between the final prices the Owner agrees to pay to the contractor and the cost the Owner would have incurred had the extra work been included in the original bid at letting.

Scope of Work: The work identified in the Construction Documents to be performed by the Contractor pursuant to the construction contract between Contractor and Owner.

Unforeseen condition. A Change Order Category which changes the Scope of Work and/or Contract Time as a result of an existing physical condition that conflicts with new work (underground utilities and rock, conflicts concealed in wall or ceiling), which could not reasonably have been determined by the Project Consultant during design.

Other: Definitions of additional terms appropriate to the legal approach underlying the agency’s treatment of design errors and omissions and recoverable costs.

The School Board of Broward County (SBBC) recognizes that no design can be 100-percent “perfect,” but the consultant is expected to exercise reasonable care in its work. Even the best of contracts and work performance will produce some errors and omissions.

SBBC pledges to work with consultants in good faith and on the basis of trust and respect in fulfilling the contracted design.

Problems in design will be communicated quickly to the consultant. The consultant will be involved in helping to resolve the matter and mitigate the potential damages.

SBBC will maintain good communication with the design consultant continually throughout the contract. (Misunderstandings in performance expectations often arise from lack of good communication.)

SBBC shall consider all relevant facts and information surrounding the consultant’s agreement and design performance, including mitigating circumstances.

SBBC’s priority is to avoid errors and omissions claims in the first place and the desire is to resolve E&O claims administratively rather than through litigation. Legal action is viewed as a last resort.

SBBC will seek to resolve design problems at the lowest organizational level possible.

Errors and Omissions Process:

Step and Level	Actions
1.Discovery (Any Level)	SBBC becomes aware of a problem on the project, and conducts an initial review of circumstances to assess whether the problem is likely a) design-related, b)

	<p>construction, or c) due to other causes that are not the responsibility of the design consultant or the contractor. The assumption is to determine that the problem is design-related.</p>
2.Initial Notification	<p>SBBC notifies consultant, requests involvement. Consultant responds to request, advises on problem.</p>
3. Investigation and Decision on Liability (i.e., responsibility for negligent performance) and Resulting Damages.	<p>SBBC and consultant maintain communication regarding problem. SBBC investigates likelihood of error or omission resulting from design consultant's negligence. SBBC also considers other factors that may influence potential consultant liability, for or against. If E & O issues are identified, SBBC assesses the type and extent of potential damages due to errors or omissions.</p> <p>If SBBC determines that damages have occurred as the result of design E & O, SBBC estimates the premium costs that reflect damages. SBBC evaluates cost-effectiveness of recovery, other influencing factors. SBBC's legal office is consulted prior to decision on consultant liability and cost recovery.</p>
4.Notification to Consultant of SBBC Decision	<p>SBBC decides whether cost recovery will be undertaken, based upon factors evaluated in Step 3 above.</p> <p>SBBC communicates decision to consultant.</p>
5.Review Meeting	<p>SBBC schedules meeting of district review panel (membership defined in E & O procedure).</p> <p>Panel assessment and decision on consultant liability and extent of damages. SBBC communicates decision to consultant, notifies consultant of options.</p>
6.Alternate Dispute Resolution (ADR)	<p>SBBC and consultant participates in ADR. Procedures (including possible cost sharing) defined in SBBC E & O procedure, agreed to by consultant.</p>
7.Recovery and Collection	<p>If consultant agrees to restitution of damages at any point above, SBBC advises consultant on procedure and processes payment.</p>

	Release and Settlement Agreement executed. Monetary payments credited to project in which E & O issue occurred.
8. Litigation	SBBC technical staff provide legal office with file documentation.

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Design and Professional Consulting Staff

Prime Firm: Nyarko Architectural Group, Inc. (Architecture)

Name	Title	Role	Time Commitment (Hours)	Florida professional license	Email Address
Charles Nyarko, AIA	Principal In Charge / Sr. Architect	Project Architect/ Principal-in-Charge	276	Yes- Architecture # AR0015759	cn@nyarkoarchitects.com
Wilbur Mejia , B. Arch.	Project Manager	Project Management/ Specifications	703		wmejia @nyarkoarchitects.com
Binh T. Le	CADD Tech	Production	611		binh @nyarkoarchitects.com
Malcolm Jones	Technical / Spec Support	Production	110		mjones @nyarkoarchitects.com
Marcos Misrahi, P.E.	Engineer	Mechanical CADD / Quality Control	319	Yes- Mechanical Eng. # 56887	mmisrahi @nyarkoarchitects.com
Carlos Rodriguez, P.E.	Engineer	Electrical CADD	208	Yes- Electrical Eng. # 55488	crodriguez @nyarkoarchitects.com

Subconsultant: Lakdas/Yohalem Engineering, Inc. (Structural Engineering)

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Lakdas Nanayakkara, P.E.	Structural Engineer	Project Engineer (Structural)	57	Yes- Structural Eng. # 37590	lye@lyengineering.com
Luan Nguyen E.I.T., MSC.	CADD Tech	Production (Structural)	70		lye@lyengineering.com

Subconsultant: MEP Engineering, Inc. (Mechanical & Electrical Engineering)

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Antonio Naranjo, P.E.	Mechanical Engineer	Project Engineer (Mechanical)	305	Yes- Mechanical Eng. # 35664	tony @mepengineeringinc.com
Milton Guixens, P.E.	Electrical Engineer	Project Engineer (Electrical)	176	Yes- Electrical Eng. # 62395	milton @mepengineeringinc.com

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

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**Attachment 16: Project Scope of Work –
Refer to attachment G of
RFQ 16-141C**