

AGREEMENT FOR OPEN END SERVICES
BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
CONSULTANT
FOR
SURVEYING CONSULTING SERVICES

THIS AGREEMENT, made this, 24th day of July in the year 2018, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the “**Owner**” “**SBBC**” and/or “**Board**”), and:

MILLER, LEGG & ASSOCIATES, INC.

Hereinafter, “**Consultant**,” for various projects. It is agreed that this Agreement is an “Open End” Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general “Scope of Work for Consulting Services,” which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed (“ATP”), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner’s assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above; no new projects may be made part of this Open-End Agreement more than Three (3) years from the date of this Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed Three Million (\$3,000,000) Dollars over the life of the initial contract. The Agreement may be extended by Two (2) additional, one-year periods with a limit of One Million (\$1,000,000) Dollars per year extension. The Owner and Consultant agree as follows:

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ARTICLE 1 – DEFINITIONS

- 1.1 The Office of Facilities & Construction (“Office” or “OFC”):** The Owner’s organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner’s behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.
- 1.2 The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.
- 1.3 Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully-executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.
- 1.4 Basic Services:** Those services defined in Attachment 1.
- 1.5 Other Basic Services:** Those services defined in Attachment 1.
- 1.6 Supplemental Services:** Those services defined in Attachment 1.
- 1.7 Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Surveying Consulting services pursuant to the terms of this Agreement.
- 1.8 Project Scope:** The activities necessary to respond to the Owner’s requirements for the various projects, refer to Attachment 1.
- 1.9 Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost (“FLCC”)), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.
- 1.10 Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.
- 1.11 The Contract Documents:** The Contract Documents as used herein refer to the Agreement Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits

attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

- 1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.
- 1.13 **Program Manager:** CBRE Heery, Inc. The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.
- 1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.
- 1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.
- 1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Surveying Consulting services for the Project.
- 1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.
- 1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.
- 1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.
- 1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.
- 1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.
- 1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly during the design, construction and warranty phases.

- 1.23 Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually-defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.
- 1.24 Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.
- 1.25 Design Criteria:** Owner design requirements for all architectural and engineering disciplines.
- 1.26 Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

- 2.1 Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.
- 2.2 Standard of Care and Representations:**
- 2.2.1 Standard of Care:** The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.
- 2.2.2** As to all services provided pursuant to this Agreement, the Consultant shall furnish services by experienced personnel and under the supervision of qualified and experienced Consultants, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc.
- 2.2.3** Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.
- 2.2.4** All services provided by the Consultant shall: (A) be in accordance with all applicable

codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities ("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

- 2.2.5 Approval of Documents:** Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 Sub-Consultants' Relations:

- 3.1.1** All services provided by a Sub-Consultant shall be pursuant to appropriate agreements between the Consultant and the Sub-Consultants which shall contain provisions that preserve and protect the rights of the Owner and the Consultant under this Agreement. All such Agreements shall provide that the Consultant may assign or transfer to Owner any and all claims or causes of action which the Consultant has or may have against Sub- Consultant as a result of or relating to any acts of omission or commission of that Sub- Consultant.

- 3.1.2** Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-Consultants. However, the Consultant is at all times liable for any and all negligent acts of omission or commission of its Sub-Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement. Owner may, at any time, after agreeing to provide Consultant with a Release or Covenant Not to Sue as to a claim or cause of action, require the Consultant to assign or transfer to Owner any such claims or causes of action which Consultant has or may have against one or more of its Sub-Consultants regarding or relating to this Project. Upon such request, the Consultant shall execute a written assignment or transfer in a form to be provided by the Owner. In the event the Owner requires the Consultant to assign or transfer said claims or causes of action, then the Owner agrees to indemnify and hold the Consultant harmless from any claim or cause of action brought by a Sub-Consultant against the Consultant directly related to the claim or cause of action brought by the Owner against a Sub- Consultant as a result of such assignment.

3.2 Proposed Sub-Consultants:

- 3.2.1** The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)
- 3.2.2** The Consultant shall not change any Sub-Consultant without prior approval by the Owner.

- 3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER’S RESPONSIBILITIES

- 4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.
- 4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant’s use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.
- 4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

- 5.1 **Professional Basic Service Fees (“Fee”):**
- 5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner’s resources.
- 5.2 **Supplemental Fee:**
- 5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size and complexity.
- 5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.
- 5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure

services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Multiple of Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 Direct Personnel Expense: Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 Reimbursable Fees:

5.5.1 Reimbursables are those items pre-approved, in writing, and authorized by the Owner in addition to the Supplemental Services and consist of actual expenditures made by the Consultant and the Consultant's employees and Sub-Consultants in the interest of the work.

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.5.3 The Owner will reimburse the Consultant for authorized Reimbursables as verified by appropriate bills, invoices or statements.

5.5.4 Authorized Reimbursables shall not include charges for office rent or overhead expenses of any kind, including but not limited to, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to the Project. For all Reimbursables, the Consultant will apply the multiplier of one and five-hundredths (1.05) times the amount expended by the Consultant. Authorized reproductions in excess of sets required at each phase of the work will be a reimbursable.

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

- 6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.
- 6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.
- 6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.
- 6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.
- 6.1.5 Payments are due and payable thirty (30) days from receipt of the Consultant's invoice, provided it is in accord with the requirements of this Agreement.
- 6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 Payment for Reimbursables:

- 6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.
- 6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 Project Suspension:

- 6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification:

- 7.1.1 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not

limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the Consultant's negligent, reckless or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract..

- 7.1.2** In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.
- 7.1.3** In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.
- 7.1.4** The Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Consultant under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

- 8.1.1** The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.
- 8.1.2** 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, or better, 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.
- 8.1.3** All insurance policies required under this Agreement 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, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility

name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 Automobile Liability Insurance: The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 Professional Liability (Errors and Omissions): The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand (\$50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 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:

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

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In

addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 Worker's Compensation Insurance: The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence.

8.2.4 General Liability Insurance: The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million (\$1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million (\$2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 Performance:

9.1.1 Performance and Delegation: The services to be performed hereunder shall be performed by the Consultant's and Sub-Consultant's own staff, unless otherwise approved by the Owner. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

9.1.2 Task Orders: The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 Time for Performance: The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to

perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars (\$100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

9.1.4 Time Extensions: A reasonable extension of time for completion of various aspects may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Consultant for additional or extra compensation. Under no circumstances shall the Consultant be entitled to additional compensation or payment as a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 Excess Funds: Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 Termination of Agreement:

9.2.1 Right to Terminate: The Owner has the right to terminate this Agreement for its own convenience on seven (7) days written notice. Upon termination of this Agreement, the Consultant shall be paid in accordance with the terms of this agreement. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner.

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not

this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 Annulment: The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift or other consideration contingent upon the making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 Fixed Fees Exceeding \$50,000: For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand (\$50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 Force Majeure: The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 Termination of Scrutinized Companies or False Certification: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statutes, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector; or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statutes, if the other party is found to have submitted a false certification.

9.3 Consultant's Accounting Records and Right to Audit Provisions: Consultant's records which shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultant), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this Agreement.

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant

is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

- 9.3.2** Owner's agent or its authorized representative shall have access to the Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 9.3.3** Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.
- 9.3.4** If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of \$25,000, the actual cost of the Owner's audit shall be paid by the Consultant.
- 9.3.5** **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT...

Custodian of Public Records

Requel Bell
600 SE 3rd Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 Ownership of documents:

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 Attachments and References:

9.6.1 The following named attachments are made an integral part of this Agreement:

- .1 Attachment 1: Scope of Work
- .2 Attachment 2: Consultant's Invoice Form, Consultant's Reimbursable Form (individual project invoices required)
- .3 Attachment 3: Electronic Media Submittal Requirements
- .4 Attachment 4: Authorization to Proceed (ATP) Form
Professional Services Required

		Project Schedule
		Professional Fee
.5	Attachment 5:	List of Project Team Members
.6	Attachment 6:	Document 00455 – Background Screening
.7	Attachment 7:	IRS Form W-9
.8	Attachment 8:	Truth in Negotiations Certificate
.9	Attachment 9:	ACH Payment Agreement Form
.10	Attachment 10:	Conflict of Interest Form

Online Documents: The following documents shall be downloaded by the Consultant 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

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and Consultant.

9.7.3 This Agreement is for the benefit of the parties to the Agreement and are not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

9.10.1 The performance of this Agreement shall not be delegated or assigned by the Consultant without the written consent of the Owner.

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

9.11.2 **Certification and Disclosure**

.1 The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- .2 Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.
- .3 The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 Non-Discrimination, EEO, and ADA

9.12.1 Non-Discrimination – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

9.12.2 Equal Employment Opportunity (EEO) - The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.12.3 Americans with Disabilities Act Amendments Act of 2008 - Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 Authority Provision: 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.

9.15 Notice Provision When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 the 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 Procurement & Warehousing Services
7720 W Oakland Park Boulevard, Suite 323
Sunrise, FL 33351
Attn: Mary Coker
Director of Procurement & Warehousing Services

With a Copy to: Office of Facilities and Construction
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Shelley N. Meloni
Director, Pre-Construction Office of Facilities and Construction

And

CBRE Heery, Inc., Owners Representative
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Robert Corbin
Program Director/Vice President

To Consultant: MILLER, LEGG & ASSOCIATES, INC.
5747 N Andrews Way Fort Lauderdale, FL 33309
Attn: Michael D Kroll, President

9.16 Excess Funds. Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

9.17 Background Screening. Project Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Project Consultant, its agents, subconsultants and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or(3) have access or

control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Project Consultant or its personnel providing any services under the conditions described in the previous sentence. Consultant will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Consultant and its personnel. The Parties agree that the failure of Consultant to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Consultant agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Consultant's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Project Consultant pursuant to Article 7 of this Agreement and the laws of Florida.

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

- 10.1** In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. 17-113C – Surveying Consulting Services**(the “RFQ”) are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

IN WITNESS WHEREOF, The School Board of Broward County, Florida, has caused this Agreement to be executed by the undersigned and the seal of the School Board to be set hereto; and the said Project Consultant has caused this Agreement to be executed by the undersigned and the seal of the Project Consultant set hereto on this day and year first above written.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

FOR PROJECT CONSULTANT



(Corporate Seal)

(ATTEST)

Michael D Kroll, President

MILLER, LEGG &
ASSOCIATES, INC.
Legal Name of Corporation

Witness or Secretary, (Dylan Larson, Secretary)

Witness, (Marina Hannwacker)

(_____)
Project Consultant's Registration Number
Corporation Registration P95000021117
LB66880-Corporate Survey Business License



Scope of Work

1.1 General Requirements

- 1.1.1 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner.
- 1.2.1 The services listed below are not all encompassing and shall not limit those activities or services, which may be requested by the Owner.

2.1 Basic Services

- 2.1.1 All services rendered shall be in conformance with Florida Administrative Code and Department of Business and Professional Regulations (DBPR) requirements as it relates to professional mapping and surveying services.
- 2.2.1 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner .
- 2.3.1 The listed services below are not all encompassing and shall not limit those activities or services which may be requested by the Owner.

3.1 General Basic Services

- 3.1.1 The Land Surveyor agrees to: (A) Provide complete professional land surveying and mapping services and all necessary personnel, equipment and materials to perform services; (B) Complete those land surveying services in accordance with the respective ATP's, related schedules, and work increments by the Owner.
- 3.2.1 The Land Surveyor shall schedule and attend project meetings on an as- needed basis with representatives of the Owner.

4.1 Basic Surveying Services

- 4.1.1 The Land Surveyor shall confer with representatives of the Owner to verify and confirm the project scope and specific requirements and/or requirements of any Authorization to Proceed (ATP) issued by the Owner.
- 4.2.1 The Land Surveyor shall, prior to commencing surveying activities, visit and inspect the site.

- 4.3.1 The Land Surveyor shall undertake all necessary activities in preparation for conducting the survey including but not limited to the following:
- a. Review all record documents provided by the Owner; request clarification if necessary.
 - b. Order, if necessary, aerials, recorded easements and instruments from Broward County, municipality, other agency or vendor.
 - c. Check existing plat(s) information as it relates to easements, recorded instruments and reservations. Order any required plats as requested by the Owner.
 - d. Show site information in terms of Florida State Plane Coordinate System.
 - e. Coordinate, obtain, and map all over and underground existing as-built information with Broward County (or municipal) water and sewer authority, FPL, BellSouth, and other sources as necessary.
 - f. Calculate boundaries of properties, set control points, acreages, bearing and distances.
 - g. Show finish floor elevations of buildings and provide FIMA 100 year flood base elevation and panel number.
 - h. Establish minimum of two permanent benchmarks on site, tied to established control points: Set one benchmark at the base of the facility's flagpole if one does not exist at that location.
 - i. Restore dislocated survey control points based on original survey.
- 4.4.1 In the event that the Land Surveyor believes that the scope, schedule or budget established by an ATP is not achievable, the Land Surveyor shall immediately notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.
- 4.5.1 The Land Surveyor shall prepare, submit and present for approval by the Owner a hardcopy and electronic AutoCAD copies (compatible with District's Electronic Media Requirements) of a site survey or "as built" for properties identified on a ATP and according to the requirements of the District's Document Submittal Checklist found: http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp.
- 4.6.1 The Land Surveyor may prepare a site survey, which is an update of record information and surveys provided by the Owner. This will be prepared and submitted in electronic media and hard copy formats as applicable in the Agreement.
- 4.7.1 The Land Surveyor shall submit three copies of all documents (both electronic and hardcopy) without additional charge, for approval by the Owner unless additional (or fewer) copies are required by a particular ATP.
- 4.8.1 The Land Surveyor shall submit complete survey documents, properly signed and sealed by the Land Surveyor and respective Sub-Consultants (if any). Unsigned or unsealed documents are not acceptable.
- 4.9.1 When requested by the Owner, any records and survey calculations shall be submitted for the Owner's review and/or record.

4.10.1 The Land Surveyor shall render interpretations and clarifications of the survey in a written format, supplemented by appropriate graphics, acceptable to the Owner.

5.1 **Other Basic Services:**

5.1.1 The Land Surveyor shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to Land Surveyor's services.

5.2.1 The Land Surveyor shall provide any other professional services not otherwise in the agreement to which the Land Surveyor and the Owner mutually agree.

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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
2301 NW 26th Street
Fort Lauderdale, FL 33311
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
 2301 NW 26th Street Fort Lauderdale, FL 33311(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)
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The School Board of Broward County, Florida
 Florida Facilities and Construction Management Department
 2301 NW 26th Street Fort Lauderdale, FL 33311 (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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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 the latest version of AutoCAD, 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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PSA Attachment 4
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed

Project No.:	P.#####	Date:	_____ 2017
Location No.:	####	SBBC P.O. No.:	_____
Project Title:	Name of Project	Line No.:	_____
Facility Name:	NAME OS SCHOOL	Project Manager:	_____
Project Consultant:	NAME OF VENDOR A/E	Dir. Capital Planning & Programming	_____

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

- | | | |
|---|---|---|
| <input type="checkbox"/> Schematic Design | <input type="checkbox"/> Design Development | <input type="checkbox"/> Construction Documents |
| <input type="checkbox"/> Bidding | <input type="checkbox"/> Construction Contract Administration | <input type="checkbox"/> Warranty |
| <input type="checkbox"/> Other Services: | Attached: | |

This Authorization to Proceed is subject to the following attachments:

- Attachments:
- Professional Services Required
 - Project Schedule
 - Professional Fees
 - Previous ATP's

The scope of the required services is specified on the Professional Services Required with a Fixed Limit of Construction Cost (FLCC) for this project as indicated below:

Original FLCC	Current Cost Estimate	Revised FLCC by ATP
\$#####	\$#####	\$#####

The services under this Authorization To Proceed (ATP) will be provided under the Professional Services Agreement (PSA) dated _____ 2017 between The School Board of Broward County, and NAME OF VENDOR ARCHITECT are in accordance with the Proposal for Architectural / Engineering Services from NAME OF ARCHITECT dated _____ 2017 (Revised _____, 2017 and _____ 2017) – See Attachment 1.

The Basic Services that will be provided by the Project Consultant under this ATP are defined in Articles 2.1 through 2.8 of the PSA.

The Supplemental Services that will be provided by the Project Consultant under this ATP are defined in Article 2.9 of the PSA.

Upon completion of a phase listed on Page 3 of this ATP, the Project Consultant shall not proceed with the next phase until the completion of all documents, required presentations and reports required for the phase being completed, and receipt of a written authorization for the next phase from the Owner, or the Office of Facilities & Construction, or the Program Manager.



PSA Attachment 4
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: P.#####
Project Title: GOB_ NAME OF PROJECT

Facility Name: NAME OF SCHOOL
 Project Consultant: NAME OF ARCHITECTURAL VENDOR

The required project schedule milestones for this project are presented below. (Mandatory)

ACTIVITY	Date Required Or Estimated Time Period	
	Start	Finish
Phase I - Scope Validation – 14 Calendar Day	Day 1	Day 14
Phase I - Schematic Design Submittal (30% CDs) – 30 Calendar Days	Day 15	Day 44
Phase I - Plan Review – 7 Calendar Days	Day 45	Day 51
Phase II - Design Development Submittal (60% CDs) – 30 Calendar Days	Day 52	Day 81
Phase II - Plan Review – 14 Calendar Days	Day 82	Day 95
Phase III - 90% CDs Submittal – 30 Calendar Days	Day 96	Day 125
Phase III - 90% CDs Review – 21 Calendar Days	Day 126	Day 146
Phase III - 100% CDs Submittal – 30 Calendar Days	Day 147	Day 176
Phase III - 100% CDs Review – 21 Calendar Days	Day 177	Day 197
Phase III - 100% CDs Bldg Dept Review – 21 Calendar Days	Day 198	Day 218
Plan Revision / Re-Submittal to Bldg Dept – 14 Calendar Days	Day 219	Day 232
Bldg Dept Follow-up Review – 14 Calendar Days	Day 233	Day 246
Plan Approval – 0 Calendar Days (See Note 2)	Day 246	Day 246
Procurement & Award – 90 Calendar Days	Day 247	Day 336
Construction Through Close-out (Contract Administration) – 365 Calendar Days	Day 337	Day 701
Begins With Approval of GMP (See PSA Article 2.6.1)		
Warranty – 365 Calendar Days	Day 702	Day 1066

Notes:

1. Day 1 = One (1) calendar day after fully executed Authorization To Proceed is issued to the Consultant or a mutually agreed upon start date with SBBC Owner's Representative. Excludes all federal observed holidays.
2. Completion of 100% Construction Documents is when Building Department issues Letter of Intent to Permit.
3. The milestones presented herein are in accordance with the schedule in the Proposal for Architectural / Engineering Services from NAME OF VENDOR ARCHITECT?ENGINEER dated _____ 2017 (Revised _____, 2017 and _____, 2017) and the milestones shall be incorporated into the Project Design Schedule prepared by the Project Consultant as required by Article 2.2.5.8 of the PSA.



PSA Attachment 4
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed (Continued)

Project No. & Location No.: P.#####
 #####

Professional Fees
 Project Title: GOB SCOPE NAME

Facility Name: NAME OF SCHOOL
 Project Consultant: NAME OF VENDOR A/E

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I – Schematic Design (30% CDs)	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
II - Design Development (60% CDs)	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
III – 90% CDs	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
III – 100% CDs	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
IV - Bid Phase (GMP)	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
V – Construction Administration	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
VI - Warranty	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Document Reproduction	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Specific Purpose Survey & GPR	\$0.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance - Geotechnical	\$0.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Non-Destructive / Destructive Testing	\$20,000.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Pre-Design Testing	\$0.00	\$0.00	100.0%	\$0.00	0.0%	\$0.00	0.0%
Supplemental Services	\$0.00	\$0.00	100.0%				
Total:	#####.00	#####.00	100.0%	\$0.00	0.0%	\$0.00	0.0%

Payment for these services shall be made in accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Certified By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date:	_____
Recommended By SBBC				Approval by SBBC			
Name:				Name:			
Title: Project Manager / Program Director				Title:			
Signature:	_____ / _____	Date:	_____	Signature:	_____	Date:	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Project Consultant and is incorporated by reference into the terms and conditions of that agreement.

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Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

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Document 00455: Background Screening of Contractual Personnel

Project No: Surveying RFQ 17-113C
Location No:
Project Title: Continuing Contracts Professional Services-Miller Legg & Associates, Inc. - Surveying
Facility Name:

SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES, BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL

Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Contractor's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Bidder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Bidder pursuant to SBBC Indemnification requirements as revised and the laws of Florida.

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida
COUNTY OF Broward

Before me, the undersigned authority, personally appeared

Michael Kroll

who, being by me first duly

sworn, made the following statement:

- 1. Contractor Name: Miller Legg
Address: 5747 N. Andrews Way
Fort Lauderdale, FL 33309
- 2. My relationship to the Contractor named in (1) above is: President
(List relationship such as sole proprietor, partner, president, vice president, etc.)
- 3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) 65-0563497

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

The above-named Contractor presently complies fully with the requirements set forth in Section 1012.465, Florida Statutes to the extent that all contractual personnel to be employed under the terms of this bid HAVE met Level 2 Screening requirements set forth in Section 1012.32, Florida Statutes.

BY: [Signature] DATE: 5-9-18
NAME (Printed) Michael Kroll TITLE: President

Notarization

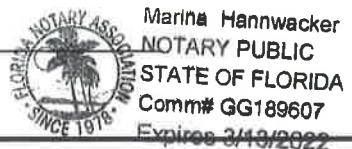
State of: Florida)
County of: Broward)

Sworn to and subscribed before me, the undersigned authority, by

who is personally known to me or did produce: N/A
an identification and who did take an oath.

Notary Public: Marina Hannwacker Affix Seal

Commission Expires on: Marina Hannwacker



School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to <http://www.broward.k12.fl.us/police/secclear.html> and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting “Click Here for Forms and Other Necessary Information” hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

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PSA Attachment 7

**See attached Department of Treasury Internal
Revenue Service Form W-9.**

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. Miller Legg & Associates, Inc.	
	2 Business name/disregarded entity name, if different from above Miller Legg	
	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 checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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) ▶ _____	
	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.) 5747 N. Andrews Way	Requester's name and address (optional)
	6 City, state, and ZIP code Fort Lauderdale, FL 33309	
	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	5	6	3	4	6	7

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 ▶ <i>Bessie Alexander</i>	Date ▶ 5-8-18
------------------	--	---------------

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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons 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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), 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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession
- 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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) 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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 1984 and broker accounts considered active during 1983. 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 1983 and broker accounts considered inactive during 1983. 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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
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 public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	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 2.

*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, 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

**The format for the truth-in-negotiations certification is presented below.
The consultant must complete this attachment prior to contract processing:**

(Firm's Letterhead)

PROJECT NAME: Continuing Contracts Professional Services-Miller Legg & Associates, Inc. - Surveying

AMOUNT OF CONTRACT:

CERTIFICATE OF TRUTH IN NEGOTIATION

This is to certify that to the best of my knowledge and belief, all wage rates and other factual unit costs supporting the compensation negotiated for the referenced contract are accurate, complete, and current at the time of contracting as defined in Florida Statutes CH287.055 (5) (a) and represented to The School Board of Broward County, Florida or their representative(s) in support of:

PROJECT NAME (S) Continuing Contracts Professional Services-Miller Legg & Associates, Inc.

Are accurate, complete and current as of

(Day), (Month) (Year)

9/5/2018

Miller Legg & Associates, inc.

FIRM: (Name exactly as listed on contract)

PRESIDENT: Michael Kroll

By: 

Reference: Florida Statutes 287.055

IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.

South Florida Office: 5747 N Andrews Way • Fort Lauderdale, Florida 33309-2364
(954) 436-7000 • Fax: (954) 493-6539

www.millerlegg.com

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

VENDOR NAME: Miller, Legg & Associates, 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: City National Bank

Branch/ State: Las Olas Boulevard, Fort Lauderdale, Florida

Routing No: 066004367

Account No: 1954495328 Checking Savings

VENDOR AREA:
Remittance Confirmation: (please select one) vdipiero@millerlegg.com Fax Email

Federal Identification No. Vendor 65-0563467 TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number (954)493-6339 Dept. Accounting
Centralized Email cpasquale@millerlegg.com Dept. Marketing
Centralized Phone No. (954)436-7000 Dept. Main

Signature

Authorized Signature (Primary) and Business title: *Bluip ...* Date: 5-9-18

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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RFQ # and NAME Surveying RFQ 17-113C

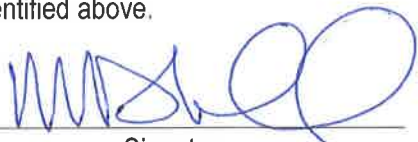
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

Miller Legg & Associates, Inc.

 Company Name

Michael Kroll, President

 Name of Official

5747 N. Andrews Way, Fort Lauderdale, FL 33309

 Business Address

 City, State, Zip Code

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July 28, 2017

Ms. Shari Francis
Purchasing Agent
School Board of Broward County
7720 W. Oakland Park Blvd.
Sunrise, FL 33351

Re: PROPOSAL

The School Board of Broward County, Florida (SBBC)
Design Professional Services Continuing Contract for Surveying Services
RFQ #17-113C

Dear Ms. Francis:

Please accept this proposal from Miller Legg for a Professional Services Continuing Contract for Surveying Services for the School Board of Broward County.

Our Team commits to include the following firm for Minority/Women's Business Enterprise participation to provide Surveying Support:

- F.R. Aleman & Associates, Inc. - Hispanic American M/WBE - 20%

We look forward to continuing to work with the SBBC on this important Surveying contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "MKroll", written in a cursive style.

Michael Kroll, RLA, FASLA
President

Attachments:
Staff Rate Breakdown
F.R. Aleman & Associates M/WBE Certificate

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Office of Facilities and Construction
 2301 NW 26th St., Bldg 6
 Fort Lauderdale, Florida 33311

RFQ Number/Name	17-113C-Continuing Contracts-Design Professional Services Surveying
Proposer's Company Name	Miller Legg & Associates, Inc.
Dated Submitted	Thursday, July 28, 2017

Staff Rate Breakdown For Design Professional Services

Staff Classification (Surveying)	Raw Hourly Rate (\$)	Multiplier	Total
<u>Miller Legg & Associates, Inc.</u>			
Principal In Charge	\$74.00	2.90	\$214.60
Senior Project Manager	\$55.00	2.90	\$159.50
Senior Surveyor & Mapper (PSM)	\$55.00	2.90	\$159.50
Senior Survey Technician	\$37.00	2.90	\$107.30
Survey Crew - 2 Person	\$45.00	2.90	\$130.50
Survey Crew - 3 Person	\$55.00	2.90	\$159.50
GIS Coordinator	\$38.00	2.90	\$110.20
Senior CAD Technician	\$38.00	2.90	\$110.20
CAD Technician	\$27.00	2.90	\$78.30
Administrative Support	\$22.00	2.90	\$63.80
<u>Subconsultant Firm: "Surveying Support" (FR Aleman & Associates, Inc.)</u>			
Chief Utility Coordinator	\$56.50	2.90	\$163.85
Senior Project Manager	\$53.00	2.90	\$153.70
Professional Surveyor and Mapper (Director)	\$53.00	2.90	\$153.70
Senior Surveyor & Mapper (PSM), QA/QC	\$51.50	2.90	\$149.35
Senior Survey Technician	\$35.50	2.90	\$102.95
CAD	\$27.00	2.90	\$78.30
Survey Technician/CAD	\$32.62	2.90	\$94.60
Field Crew Supervisor	\$31.00	2.90	\$89.90

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RFQ Number/Name	17-113C-Continuing Contracts-Design Professional Services Surveying
Proposer's Company Name	Miller Legg & Associates, Inc.
Dated Submitted	Thursday, July 28, 2017

Staff Rate Breakdown For Design Professional Services

Staff Classification (Surveying)	Raw Hourly Rate (\$)	Multiplier	Total
Survey Field Crew - 3 person	\$59.75	2.90	\$173.28
Survey Field Crew - 4 person	\$73.75	2.90	\$213.88
Locating & Designating Field Crew - 3 person	\$51.00	2.90	\$147.90
Locating & Designating Field Crew - 4 person	\$66.00	2.90	\$191.40
Administrative Support	\$22.00	2.90	\$63.80
Supplemental Services Multiplier	2.90		

Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).

Note 2: Reimbursable expenses (a.k.a. allowances) should be direct costs with no mark-up.

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM

A DIVISION OF
PROCUREMENT & WAREHOUSING SERVICES

This Certifies

F. R. Aleman & Associates, Inc.

has met the requirements for certification established by the Supplier Diversity & Outreach Program of the School Board of Broward County as a

Hispanic-American

(M/WBE)

11/7/2016
Effective Date

11/7/2019
Expiration Date



7007-7223 16
Certification Number

Colleen M. Robbs
Colleen M. Robbs, Supplier Diversity & Outreach
Coordinator

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AGREEMENT FOR OPEN END SERVICES
BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
CONSULTANT
FOR
SURVEYING CONSULTING SERVICES

THIS AGREEMENT, made this, 24th day of July in the year 2018, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the “**Owner**” “**SBBC**” and/or “**Board**”), and:

GENUINITY GROUP, INC.

Hereinafter, “**Consultant**,” for various projects. It is agreed that this Agreement is an “Open End” Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general “Scope of Work for Consulting Services,” which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed (“ATP”), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner’s assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above; no new projects may be made part of this Open-End Agreement more than Three (3) years from the date of this Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed Three Million (\$3,000,000) Dollars over the life of the initial contract. The Agreement may be extended by Two (2) additional, one-year periods with a limit of One Million (\$1,000,000) Dollars per year extension. The Owner and Consultant agree as follows:

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS
ARTICLE 2	CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3	SUB-CONSULTANTS
ARTICLE 4	THE OWNER'S RESPONSIBILITIES
ARTICLE 5	BASIS OF COMPENSATION
ARTICLE 6	PAYMENTS TO THE CONSULTANT
ARTICLE 7	INDEMNIFICATION CLAUSE
ARTICLE 8	INSURANCE
ARTICLE 9	GENERAL PROVISIONS
ARTICLE 10	INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS:

- Attachment 1: Scope of Work
- Attachment 2: Consultant's Invoice Form, Consultant's Reimbursable Form
(individual project invoices required)
- Attachment 3: Electronic Media Submittal Requirements
- Attachment 4: Authorization to Proceed (ATP) Form (one per project)
 - Professional Services Required – page 1 of 3 (one per project)
 - Project Schedule – page 2 of 3 (one per project)
 - Professional Fee – page 3 of 3 (one per project)
- Attachment 5: List of Project Team Members
(one per project)
- Attachment 6: Document 00455 – Background Screening
- Attachment 7: IRS Form W-9
- Attachment 8: Truth in Negotiations Certificate
- Attachment 9: ACH Payment Agreement Form
- Attachment 10: Conflict of Interest Form
- Attachment 11: Staff Rate Breakdown for Design Professional Services

ARTICLE 1 – DEFINITIONS

- 1.1 The Office of Facilities & Construction (“Office” or “OFC”):** The Owner’s organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner’s behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.
- 1.2 The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.
- 1.3 Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully-executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.
- 1.4 Basic Services:** Those services defined in Attachment 1.
- 1.5 Other Basic Services:** Those services defined in Attachment 1.
- 1.6 Supplemental Services:** Those services defined in Attachment 1.
- 1.7 Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Surveying Consulting services pursuant to the terms of this Agreement.
- 1.8 Project Scope:** The activities necessary to respond to the Owner’s requirements for the various projects, refer to Attachment 1.
- 1.9 Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost (“FLCC”)), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.
- 1.10 Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.
- 1.11 The Contract Documents:** The Contract Documents as used herein refer to the Agreement Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits

attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

- 1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.
- 1.13 **Program Manager:** CBRE Heery, Inc. The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.
- 1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.
- 1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.
- 1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Surveying Consulting services for the Project.
- 1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.
- 1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.
- 1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.
- 1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.
- 1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.
- 1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly during the design, construction and warranty phases.

- 1.23 Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually-defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.
- 1.24 Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.
- 1.25 Design Criteria:** Owner design requirements for all architectural and engineering disciplines.
- 1.26 Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

- 2.1 Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.
- 2.2 Standard of Care and Representations:**
- 2.2.1 Standard of Care:** The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.
- 2.2.2** As to all services provided pursuant to this Agreement, the Consultant shall furnish services by experienced personnel and under the supervision of qualified and experienced Consultants, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc.
- 2.2.3** Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.
- 2.2.4** All services provided by the Consultant shall: (A) be in accordance with all applicable

codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities ("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

- 2.2.5 Approval of Documents:** Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 Sub-Consultants' Relations:

- 3.1.1** All services provided by a Sub-Consultant shall be pursuant to appropriate agreements between the Consultant and the Sub-Consultants which shall contain provisions that preserve and protect the rights of the Owner and the Consultant under this Agreement. All such Agreements shall provide that the Consultant may assign or transfer to Owner any and all claims or causes of action which the Consultant has or may have against Sub- Consultant as a result of or relating to any acts of omission or commission of that Sub- Consultant.

- 3.1.2** Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-Consultants. However, the Consultant is at all times liable for any and all negligent acts of omission or commission of its Sub-Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement. Owner may, at any time, after agreeing to provide Consultant with a Release or Covenant Not to Sue as to a claim or cause of action, require the Consultant to assign or transfer to Owner any such claims or causes of action which Consultant has or may have against one or more of its Sub-Consultants regarding or relating to this Project. Upon such request, the Consultant shall execute a written assignment or transfer in a form to be provided by the Owner. In the event the Owner requires the Consultant to assign or transfer said claims or causes of action, then the Owner agrees to indemnify and hold the Consultant harmless from any claim or cause of action brought by a Sub-Consultant against the Consultant directly related to the claim or cause of action brought by the Owner against a Sub- Consultant as a result of such assignment.

3.2 Proposed Sub-Consultants:

- 3.2.1** The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)
- 3.2.2** The Consultant shall not change any Sub-Consultant without prior approval by the Owner.

- 3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER’S RESPONSIBILITIES

- 4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.
- 4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant’s use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.
- 4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

- 5.1 **Professional Basic Service Fees (“Fee”):**
- 5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner’s resources.
- 5.2 **Supplemental Fee:**
- 5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size and complexity.
- 5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.
- 5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure

services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Multiple of Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 Direct Personnel Expense: Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 Reimbursable Fees:

5.5.1 Reimbursables are those items pre-approved, in writing, and authorized by the Owner in addition to the Supplemental Services and consist of actual expenditures made by the Consultant and the Consultant's employees and Sub-Consultants in the interest of the work.

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.5.3 The Owner will reimburse the Consultant for authorized Reimbursables as verified by appropriate bills, invoices or statements.

5.5.4 Authorized Reimbursables shall not include charges for office rent or overhead expenses of any kind, including but not limited to, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to the Project. For all Reimbursables, the Consultant will apply the multiplier of one and five-hundredths (1.05) times the amount expended by the Consultant. Authorized reproductions in excess of sets required at each phase of the work will be a reimbursable.

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

- 6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.
- 6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.
- 6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.
- 6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.
- 6.1.5 Payments are due and payable thirty (30) days from receipt of the Consultant's invoice, provided it is in accord with the requirements of this Agreement.
- 6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 Payment for Reimbursables:

- 6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.
- 6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 Project Suspension:

- 6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification:

- 7.1.1 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not

limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the Consultant's negligent, reckless or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract..

- 7.1.2** In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.
- 7.1.3** In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.
- 7.1.4** The Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Consultant under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

- 8.1.1** The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.
- 8.1.2** 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, or better, 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.
- 8.1.3** All insurance policies required under this Agreement 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, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility

name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 Automobile Liability Insurance: The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 Professional Liability (Errors and Omissions): The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand (\$50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 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:

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

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In

addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 Worker's Compensation Insurance: The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence.

8.2.4 General Liability Insurance: The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million (\$1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million (\$2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 Performance:

9.1.1 Performance and Delegation: The services to be performed hereunder shall be performed by the Consultant's and Sub-Consultant's own staff, unless otherwise approved by the Owner. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

9.1.2 Task Orders: The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 Time for Performance: The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to

perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars (\$100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

9.1.4 Time Extensions: A reasonable extension of time for completion of various aspects may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Consultant for additional or extra compensation. Under no circumstances shall the Consultant be entitled to additional compensation or payment as a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 Excess Funds: Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 Termination of Agreement:

9.2.1 Right to Terminate: The Owner has the right to terminate this Agreement for its own convenience on seven (7) days written notice. Upon termination of this Agreement, the Consultant shall be paid in accordance with the terms of this agreement. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner.

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not

this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 Annulment: The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift or other consideration contingent upon the making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 Fixed Fees Exceeding \$50,000: For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand (\$50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 Force Majeure: The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 Termination of Scrutinized Companies or False Certification: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statutes, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector; or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statutes, if the other party is found to have submitted a false certification.

9.3 Consultant's Accounting Records and Right to Audit Provisions: Consultant's records which shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultant), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this Agreement.

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant

is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

- 9.3.2** Owner's agent or its authorized representative shall have access to the Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 9.3.3** Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.
- 9.3.4** If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of \$25,000, the actual cost of the Owner's audit shall be paid by the Consultant.
- 9.3.5** **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT...

Custodian of Public Records

Requel Bell
600 SE 3rd Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 Ownership of documents:

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 Attachments and References:

9.6.1 The following named attachments are made an integral part of this Agreement:

- .1 Attachment 1: Scope of Work
- .2 Attachment 2: Consultant's Invoice Form, Consultant's Reimbursable Form (individual project invoices required)
- .3 Attachment 3: Electronic Media Submittal Requirements
- .4 Attachment 4: Authorization to Proceed (ATP) Form
Professional Services Required

		Project Schedule
		Professional Fee
.5	Attachment 5:	List of Project Team Members
.6	Attachment 6:	Document 00455 – Background Screening
.7	Attachment 7:	IRS Form W-9
.8	Attachment 8:	Truth in Negotiations Certificate
.9	Attachment 9:	ACH Payment Agreement Form
.10	Attachment 10:	Conflict of Interest Form

Online Documents: The following documents shall be downloaded by the Consultant 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

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and Consultant.

9.7.3 This Agreement is for the benefit of the parties to the Agreement and are not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

9.10.1 The performance of this Agreement shall not be delegated or assigned by the Consultant without the written consent of the Owner.

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

9.11.2 **Certification and Disclosure**

.1 The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- .2 Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.
- .3 The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 Non-Discrimination, EEO, and ADA

9.12.1 Non-Discrimination – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

9.12.2 Equal Employment Opportunity (EEO) - The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.12.3 Americans with Disabilities Act Amendments Act of 2008 - Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 Authority Provision: 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.

9.15 Notice Provision When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 the 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 Procurement & Warehousing Services
7720 W Oakland Park Boulevard, Suite 323
Sunrise, FL 33351
Attn: Mary Coker
Director of Procurement & Warehousing Services
- With a Copy to: Office of Facilities and Construction
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Shelley N. Meloni
Director, Pre-Construction Office of Facilities and Construction
- And
- CBRE Heery, Inc., Owners Representative
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Robert Corbin
Program Director/Vice President
- To Consultant: ENGENUITY GROUP, INC.
1280 North Congress Avenue, Suite 101 West Palm Beach, FL 33409
Attn: C. Andre Rayman, President

9.16 Excess Funds. Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

9.17 Background Screening. Project Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Project Consultant, its agents, subconsultants and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or(3) have access or

control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Project Consultant or its personnel providing any services under the conditions described in the previous sentence. Consultant will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Consultant and its personnel. The Parties agree that the failure of Consultant to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Consultant agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Consultant's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Project Consultant pursuant to Article 7 of this Agreement and the laws of Florida.

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

- 10.1** In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. 17-113C – Surveying Consulting Services**(the “RFQ”) are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

IN WITNESS WHEREOF, The School Board of Broward County, Florida, has caused this Agreement to be executed by the undersigned and the seal of the School Board to be set hereto; and the said Project Consultant has caused this Agreement to be executed by the undersigned and the seal of the Project Consultant set hereto on this day and year first above written.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel

FOR PROJECT CONSULTANT



[Handwritten signature]

C. Andre Rayman, President

ENGENUITY GROUP, INC.
Legal Name of Corporation

[Handwritten signature]

Witness or Secretary, (*Bradley Jackson*)

Mikayla Ferguson

Witness, (*Mikayla Ferguson*)

650317

Project Consultant's Registration Number

ACKNOWLEDGEMENT

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME this 8th day of May, 2018, appeared Bradly Jackson, and,

C. Andre Rayman personally known to me to be the persons described in

and who executed the foregoing contract and acknowledge that he executed the same as his free act and deed

for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last official this 8th day of

May, 2018

Notary Public State of Florida afk/1d

My Commission Expires:

[Signature]
Notary's Commission No. FF229462





Scope of Work

1.1 General Requirements

- 1.1.1 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner.
- 1.2.1 The services listed below are not all encompassing and shall not limit those activities or services, which may be requested by the Owner.

2.1 Basic Services

- 2.1.1 All services rendered shall be in conformance with Florida Administrative Code and Department of Business and Professional Regulations (DBPR) requirements as it relates to professional mapping and surveying services.
- 2.2.1 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner .
- 2.3.1 The listed services below are not all encompassing and shall not limit those activities or services which may be requested by the Owner.

3.1 General Basic Services

- 3.1.1 The Land Surveyor agrees to: (A) Provide complete professional land surveying and mapping services and all necessary personnel, equipment and materials to perform services; (B) Complete those land surveying services in accordance with the respective ATP's, related schedules, and work increments by the Owner.
- 3.2.1 The Land Surveyor shall schedule and attend project meetings on an as- needed basis with representatives of the Owner.

4.1 Basic Surveying Services

- 4.1.1 The Land Surveyor shall confer with representatives of the Owner to verify and confirm the project scope and specific requirements and/or requirements of any Authorization to Proceed (ATP) issued by the Owner.
- 4.2.1 The Land Surveyor shall, prior to commencing surveying activities, visit and inspect the site.

- 4.3.1 The Land Surveyor shall undertake all necessary activities in preparation for conducting the survey including but not limited to the following:
- a. Review all record documents provided by the Owner; request clarification if necessary.
 - b. Order, if necessary, aerials, recorded easements and instruments from Broward County, municipality, other agency or vendor.
 - c. Check existing plat(s) information as it relates to easements, recorded instruments and reservations. Order any required plats as requested by the Owner.
 - d. Show site information in terms of Florida State Plane Coordinate System.
 - e. Coordinate, obtain, and map all over and underground existing as-built information with Broward County (or municipal) water and sewer authority, FPL, BellSouth, and other sources as necessary.
 - f. Calculate boundaries of properties, set control points, acreages, bearing and distances.
 - g. Show finish floor elevations of buildings and provide FIMA 100 year flood base elevation and panel number.
 - h. Establish minimum of two permanent benchmarks on site, tied to established control points: Set one benchmark at the base of the facility's flagpole if one does not exist at that location.
 - i. Restore dislocated survey control points based on original survey.
- 4.4.1 In the event that the Land Surveyor believes that the scope, schedule or budget established by an ATP is not achievable, the Land Surveyor shall immediately notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.
- 4.5.1 The Land Surveyor shall prepare, submit and present for approval by the Owner a hardcopy and electronic AutoCAD copies (compatible with District's Electronic Media Requirements) of a site survey or "as built" for properties identified on a ATP and according to the requirements of the District's Document Submittal Checklist found: http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp.
- 4.6.1 The Land Surveyor may prepare a site survey, which is an update of record information and surveys provided by the Owner. This will be prepared and submitted in electronic media and hard copy formats as applicable in the Agreement.
- 4.7.1 The Land Surveyor shall submit three copies of all documents (both electronic and hardcopy) without additional charge, for approval by the Owner unless additional (or fewer) copies are required by a particular ATP.
- 4.8.1 The Land Surveyor shall submit complete survey documents, properly signed and sealed by the Land Surveyor and respective Sub-Consultants (if any). Unsigned or unsealed documents are not acceptable.
- 4.9.1 When requested by the Owner, any records and survey calculations shall be submitted for the Owner's review and/or record.

4.10.1 The Land Surveyor shall render interpretations and clarifications of the survey in a written format, supplemented by appropriate graphics, acceptable to the Owner.

5.1 **Other Basic Services:**

5.1.1 The Land Surveyor shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to Land Surveyor's services.

5.2.1 The Land Surveyor shall provide any other professional services not otherwise in the agreement to which the Land Surveyor and the Owner mutually agree.

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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
2301 NW 26th Street
Fort Lauderdale, FL 33311
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
 2301 NW 26th Street Fort Lauderdale, FL 33311(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)
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The School Board of Broward County, Florida
 Florida Facilities and Construction Management Department
 2301 NW 26th Street Fort Lauderdale, FL 33311 (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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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 the latest version of AutoCAD, 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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PSA Attachment 4
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed

Project No.:	<u>P.#####</u>	Date:	<u> </u> 2017
Location No.:	<u>####</u>	SBBC P.O. No.:	<u> </u>
Project Title:	<u>Name of Project</u>	Line No.:	<u> </u>
Facility Name:	<u>NAME OS SCHOOL</u>	Project Manager:	<u> </u>
Project Consultant:	<u>NAME OF VENDOR A/E</u>	Dir. Capital Planning & Programming	<u> </u>

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

- | | | |
|---|---|---|
| <input type="checkbox"/> Schematic Design | <input type="checkbox"/> Design Development | <input type="checkbox"/> Construction Documents |
| <input type="checkbox"/> Bidding | <input type="checkbox"/> Construction Contract Administration | <input type="checkbox"/> Warranty |
| <input type="checkbox"/> Other Services: | <u>Attached:</u> | |

This Authorization to Proceed is subject to the following attachments:

- Attachments: Professional Services Required
 Project Schedule
 Professional Fees
 Previous ATP's

The scope of the required services is specified on the Professional Services Required with a Fixed Limit of Construction Cost (FLCC) for this project as indicated below:

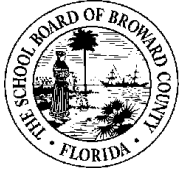
Original FLCC	Current Cost Estimate	Revised FLCC by ATP
\$#####	\$#####	\$#####

The services under this Authorization To Proceed (ATP) will be provided under the Professional Services Agreement (PSA) dated 2017 between The School Board of Broward County, and NAME OF VENDOR ARCHITECT are in accordance with the Proposal for Architectural / Engineering Services from NAME OF ARCHITECT dated 2017 (Revised , 2017 and 2017) – See Attachment 1.

The Basic Services that will be provided by the Project Consultant under this ATP are defined in Articles 2.1 through 2.8 of the PSA.

The Supplemental Services that will be provided by the Project Consultant under this ATP are defined in Article 2.9 of the PSA.

Upon completion of a phase listed on Page 3 of this ATP, the Project Consultant shall not proceed with the next phase until the completion of all documents, required presentations and reports required for the phase being completed, and receipt of a written authorization for the next phase from the Owner, or the Office of Facilities & Construction, or the Program Manager.



PSA Attachment 4
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: P.#####
Project Title: GOB_ NAME OF PROJECT

Facility Name: NAME OF SCHOOL
 Project Consultant: NAME OF ARCHITECTURAL VENDOR

The required project schedule milestones for this project are presented below. (Mandatory)

ACTIVITY	Date Required Or Estimated Time Period	
	Start	Finish
Phase I - Scope Validation – 14 Calendar Day	Day 1	Day 14
Phase I - Schematic Design Submittal (30% CDs) – 30 Calendar Days	Day 15	Day 44
Phase I - Plan Review – 7 Calendar Days	Day 45	Day 51
Phase II - Design Development Submittal (60% CDs) – 30 Calendar Days	Day 52	Day 81
Phase II - Plan Review – 14 Calendar Days	Day 82	Day 95
Phase III - 90% CDs Submittal – 30 Calendar Days	Day 96	Day 125
Phase III - 90% CDs Review – 21 Calendar Days	Day 126	Day 146
Phase III - 100% CDs Submittal – 30 Calendar Days	Day 147	Day 176
Phase III - 100% CDs Review – 21 Calendar Days	Day 177	Day 197
Phase III - 100% CDs Bldg Dept Review – 21 Calendar Days	Day 198	Day 218
Plan Revision / Re-Submittal to Bldg Dept – 14 Calendar Days	Day 219	Day 232
Bldg Dept Follow-up Review – 14 Calendar Days	Day 233	Day 246
Plan Approval – 0 Calendar Days (See Note 2)	Day 246	Day 246
Procurement & Award – 90 Calendar Days	Day 247	Day 336
Construction Through Close-out (Contract Administration) – 365 Calendar Days	Day 337	Day 701
Begins With Approval of GMP (See PSA Article 2.6.1)		
Warranty – 365 Calendar Days	Day 702	Day 1066

Notes:

1. Day 1 = One (1) calendar day after fully executed Authorization To Proceed is issued to the Consultant or a mutually agreed upon start date with SBBC Owner's Representative. Excludes all federal observed holidays.
2. Completion of 100% Construction Documents is when Building Department issues Letter of Intent to Permit.
3. The milestones presented herein are in accordance with the schedule in the Proposal for Architectural / Engineering Services from NAME OF VENDOR ARCHITECT?ENGINEER dated _____ 2017 (Revised _____, 2017 and _____, 2017) and the milestones shall be incorporated into the Project Design Schedule prepared by the Project Consultant as required by Article 2.2.5.8 of the PSA.



PSA Attachment 4
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed (Continued)

Project No. & Location No.: P.#####
 #####

Professional Fees
 Project Title: GOB SCOPE NAME

Facility Name: NAME OF SCHOOL
 Project Consultant: NAME OF VENDOR A/E

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I – Schematic Design (30% CDs)	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
II - Design Development (60% CDs)	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
III – 90% CDs	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
III – 100% CDs	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
IV - Bid Phase (GMP)	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
V – Construction Administration	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
VI - Warranty	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Document Reproduction	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Specific Purpose Survey & GPR	\$0.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance - Geotechnical	\$0.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Non-Destructive / Destructive Testing	\$20,000.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Pre-Design Testing	\$0.00	\$0.00	100.0%	\$0.00	0.0%	\$0.00	0.0%
Supplemental Services	\$0.00	\$0.00	100.0%				
Total:	\$#####.00	\$#####.00	100.0%	\$0.00	0.0%	\$0.00	0.0%

Payment for these services shall be made in accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Certified By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date:	_____
Recommended By SBBC				Approval by SBBC			
Name:				Name:			
Title: Project Manager / Program Director				Title:			
Signature:	_____ / _____	Date:	_____	Signature:	_____	Date:	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Project Consultant and is incorporated by reference into the terms and conditions of that agreement.

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Design and Professional Consulting Staff

Prime Firm: Engenuity Group, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
C. Andre Rayman	PSM	client services	70%	LS 4938	carayman@engenuitygroup.com
Jennifer Malin	PSM	Sr. Project mgr.	70%	LS 66707	jmalin@engenuitygroup.com
Gary Rayman	PSM	Quality control	70%	LS 2633	grayman@engenuitygroup.com
John Rice	PSM	Project Surveyor	70%	LS 4506	jrice@engenuitygroup.com
Joseph Williams	crew coordinator	Survey crew mgr	70%	N/A	jocwilliams@engenuitygroup.com
Adam Beck	AutoCAD Drafting	Drafter	70%	N/A	abeck@engenuitygroup.com

Subconsultant: X

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant: X

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant: X

Name	Title	Role	Time Commitment	Florida professional license	Email Address

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Document 00455: Background Screening of Contractual Personnel

Project No: RFQ 17-113c

Location No:

Project Title: continuing contracts for professional surveying services

Facility Name:

SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES, BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL

Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Contractor's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Bidder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Bidder pursuant to SBBC Indemnification requirements as revised and the laws of Florida.

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared
C. Andre Rayman

who, being by me first duly

sworn, made the following statement:

- 1. Contractor Name: Endeavour Group, Inc.
Address: 1280 N. Congress Ave., Ste 101
West Palm Beach, FL 33409
- 2. My relationship to the Contractor named in (1) above is: President
(List relationship such as sole proprietor, partner, president, vice president, etc.)
- 3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) 59-1959840

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

The above-named Contractor presently complies fully with the requirements set forth in Section 1012.465, Florida Statutes to the extent that all contractual personnel to be employed under the terms of this bid HAVE met Level 2 Screening requirements set forth in Section 1012.32, Florida Statutes.

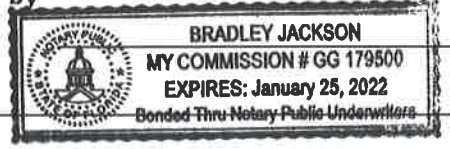
BY: [Signature] DATE: 5/8/2018
NAME (Printed) C. Andre Rayman TITLE: President

Notarization

State of: Florida
County of: Palm Beach

Sworn to and subscribed before me, the undersigned authority, by

who is personally known to me or did produce:
an identification and who did take an oath.



Notary Public: Bradley Jackson, [Signature] Affix Seal

Commission Expires on: 1/25/2022

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to <http://www.broward.k12.fl.us/police/secclear.html> and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting “Click Here for Forms and Other Necessary Information” hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

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PSA Attachment 7

**See attached Department of Treasury Internal
Revenue Service Form W-9.**

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. Endeavority Group, Inc.	
	2 Business name/disregarded entity name, if different from above	
	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"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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) ▶ _____	
	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.) 1250 N. Congress Ave., Ste. 101	
	6 City, state, and ZIP code West Palm Beach, FL 33409	
	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.

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.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">59</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">1959840</td> <td style="width: 25%;"></td> </tr> </table>	59	-	1959840	
59	-	1959840		

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 ▶ 5/8/2018
------------------	----------------------------	------------------------

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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons 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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), 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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession
- 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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) 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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 1984 and broker accounts considered active during 1983. 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 1983 and broker accounts considered inactive during 1983. 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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
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 public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	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 2.

*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, 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.

KEITH B. JACKSON, P.E.

LISA A. TROPEPE, P.E.

ADAM SWANEY, P.E., LEED AP

The School Board of Broward County, Florida Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

**The format for the truth-in-negotiations certification is presented below.
The consultant must complete this attachment prior to contract processing:**

PROJECT NAME: Continuing Contract for Professional Surveying Services- 17-113C
AMOUNT OF CONTRACT: N/A

CERTIFICATE OF TRUTH IN NEGOTIATION

This is to certify that to the best of my knowledge and belief, all wage rates and other factual unit costs supporting the compensation negotiated for the referenced contract are accurate, complete, and current at the time of contracting as defined in Florida Statutes CH287.055 (5) (a) and represented to The School Board of Broward County, Florida or their representative(s) in support of:

PROJECT NAME (S): Continuing Contract for Professional Surveying Services- 17-113C

Are accurate, complete and current as of
8 May, 2018

FIRM: Engenuity Group, Inc.

PRESIDENT: C. Andre Rayman, PSM

By:  _____

Reference: Florida Statutes 287.055

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

VENDOR NAME: Engenuity 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: Fifth Third Bank

Branch/ State: Florida

Routing No: 067091719

Account No: 7432663156 Checking Savings

VENDOR AREA:
Remittance Confirmation: lrdriguez@engenuitygroup.com Fax Email
(please select one)

Federal Identification No. Vendor: 59-1959840 TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number: 561 832 9390 Dept. Admin

Centralized Email: lrdriguez@engenuitygroup.com Dept. Admin

Centralized Phone No.: 561 655 1151 Dept. Admin

Signature

Authorized Signature (Primary) and Business title: C. Andre Rayman, President Date: 5/8/18

Authorized Signature (Joint) and Business title: Keith B. Jackson, VP Date: 5/8/18

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

one copy of voided check included

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

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RFQ # and NAME Continuing contracts for Professional Survey Services
17-113CJ

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

Engenuity Group, Inc.

Company Name

C. Andre Rayman

Name of Official

1250 N. Congress Ave., Ste 101

Business Address

West Palm Beach, FL 33409

City, State, Zip Code

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ENGINEERS SURVEYORS GIS MAPPERS

Attachment 11

C. ANDRE RAYMAN, P.S.M.

KEITH B. JACKSON, P.E.

LISA A. TROPEPE, P.E.

ADAM SWANEY, P.E., LEED AP

August 10, 2017

Ms. Shari Francis
Purchasing Agent III
Procurement & Warehousing Services
Broward County Public Schools
7720 W. Oakland Park Blvd.
Sunrise, FL 33351

**RE: RFO# 17-113C - Continuing Contract
Design Professional Services for Surveying**

Dear Ms. Francis,

Attached please find our proposal related to the above referenced RFO.

- Engenuity Group, Inc. is an SBBC certified MBE (Subcontinent-Asian American) and as such is eligible for 100% Minority/Women Business Enterprise (M/WBE) participation.

Sincerely,

Jennifer Malin, P.S.M.
Project Surveyor

Approved by,

C. Andre Rayman, P.S.M.
President

Enclosed: Staff Rate Breakdown for Design Professional Services Worksheet
SBBC MBE Certificate

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Office of Facilities Construction
2301 NW 26th St., Bldg 6
Fort Lauderdale, Florida 33311

RFQ Number/Name	17-113C - Continuing Contracts - Design Professional Services Surveying
Proposer's Company Name	Engenuity Group Inc.
Dated Submitted	Thursday, August 10, 2017

Staff Rate Breakdown For Design Professional Services

Staff Classification	Raw Hourly Rate (\$)	Multiplier	Total
<u>Engenuity Group Inc.</u>			
Principal In Charge	\$64.00	2.90	\$185.60
Project Manager	\$48.00	2.90	\$139.20
Senior Surveyor & Mapper	\$52.00	2.90	\$150.80
Surveyor	\$43.33	2.90	\$125.66
Survey Technician	\$35.00	2.90	\$101.50
AutoCADD Technician	\$27.00	2.90	\$78.30
Field Crew Supervisor	\$34.00	2.90	\$98.60
Survey Crew - 2 Person	\$46.67	2.90	\$135.34
Survey Crew - 3 Person	\$50.00	2.90	\$145.00
Administrative Support	\$22.00	2.90	\$63.80

Supplemental Services Multiplier	2.9
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Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).

Note 2: Reimbursable expenses should be direct costs with no mark-up.

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM

A DIVISION OF
PROCUREMENT & WAREHOUSING SERVICES

This Certifies

Engenuity Group, Inc. d/b/a Shalloway Engineering, Inc.

has met the requirements for certification established by the Supplier Diversity & Outreach Program of the School Board of Broward County as a

Subcontinent Asian-American

(MBE)

12/16/2015

Effective Date

12/15/2018

Expiration Date



7007-7133 15

Certification Number

Colleen M Robbs

Colleen M. Robbs, Supplier Diversity & Outreach
Coordinator

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AGREEMENT FOR OPEN END SERVICES
BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
CONSULTANT
FOR
SURVEYING CONSULTING SERVICES

THIS AGREEMENT, made this, 24th day of July in the year 2018, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the “**Owner**” “**SBBC**” and/or “**Board**”), and:

F.R. ALEMAN AND ASSOCIATES, INC.

Hereinafter, “**Consultant**,” for various projects. It is agreed that this Agreement is an “Open End” Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general “Scope of Work for Consulting Services,” which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed (“ATP”), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner’s assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above; no new projects may be made part of this Open-End Agreement more than Three (3) years from the date of this Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed Three Million (\$3,000,000) Dollars over the life of the initial contract. The Agreement may be extended by Two (2) additional, one-year periods with a limit of One Million (\$1,000,000) Dollars per year extension. The Owner and Consultant agree as follows:

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS
ARTICLE 2	CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3	SUB-CONSULTANTS
ARTICLE 4	THE OWNER'S RESPONSIBILITIES
ARTICLE 5	BASIS OF COMPENSATION
ARTICLE 6	PAYMENTS TO THE CONSULTANT
ARTICLE 7	INDEMNIFICATION CLAUSE
ARTICLE 8	INSURANCE
ARTICLE 9	GENERAL PROVISIONS
ARTICLE 10	INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS:

- Attachment 1: Scope of Work
- Attachment 2: Consultant's Invoice Form, Consultant's Reimbursable Form
(individual project invoices required)
- Attachment 3: Electronic Media Submittal Requirements
- Attachment 4: Authorization to Proceed (ATP) Form (one per project)
 - Professional Services Required – page 1 of 3 (one per project)
 - Project Schedule – page 2 of 3 (one per project)
 - Professional Fee – page 3 of 3 (one per project)
- Attachment 5: List of Project Team Members
(one per project)
- Attachment 6: Document 00455 – Background Screening
- Attachment 7: IRS Form W-9
- Attachment 8: Truth in Negotiations Certificate
- Attachment 9: ACH Payment Agreement Form
- Attachment 10: Conflict of Interest Form
- Attachment 11: Staff Rate Breakdown for Design Professional Services

ARTICLE 1 – DEFINITIONS

- 1.1 The Office of Facilities & Construction (“Office” or “OFC”):** The Owner’s organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner’s behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.
- 1.2 The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.
- 1.3 Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully-executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.
- 1.4 Basic Services:** Those services defined in Attachment 1.
- 1.5 Other Basic Services:** Those services defined in Attachment 1.
- 1.6 Supplemental Services:** Those services defined in Attachment 1.
- 1.7 Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Surveying Consulting services pursuant to the terms of this Agreement.
- 1.8 Project Scope:** The activities necessary to respond to the Owner’s requirements for the various projects, refer to Attachment 1.
- 1.9 Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost (“FLCC”)), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.
- 1.10 Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.
- 1.11 The Contract Documents:** The Contract Documents as used herein refer to the Agreement Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits

attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

- 1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.
- 1.13 **Program Manager:** CBRE Heery, Inc. The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.
- 1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.
- 1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.
- 1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Surveying Consulting services for the Project.
- 1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.
- 1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.
- 1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.
- 1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.
- 1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.
- 1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly during the design, construction and warranty phases.

- 1.23 Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually-defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.
- 1.24 Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.
- 1.25 Design Criteria:** Owner design requirements for all architectural and engineering disciplines.
- 1.26 Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

- 2.1 Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.
- 2.2 Standard of Care and Representations:**
- 2.2.1 Standard of Care:** The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.
- 2.2.2** As to all services provided pursuant to this Agreement, the Consultant shall furnish services by experienced personnel and under the supervision of qualified and experienced Consultants, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc.
- 2.2.3** Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.
- 2.2.4** All services provided by the Consultant shall: (A) be in accordance with all applicable

codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities ("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

- 2.2.5 Approval of Documents:** Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 Sub-Consultants' Relations:

- 3.1.1** All services provided by a Sub-Consultant shall be pursuant to appropriate agreements between the Consultant and the Sub-Consultants which shall contain provisions that preserve and protect the rights of the Owner and the Consultant under this Agreement. All such Agreements shall provide that the Consultant may assign or transfer to Owner any and all claims or causes of action which the Consultant has or may have against Sub- Consultant as a result of or relating to any acts of omission or commission of that Sub- Consultant.

- 3.1.2** Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-Consultants. However, the Consultant is at all times liable for any and all negligent acts of omission or commission of its Sub-Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement. Owner may, at any time, after agreeing to provide Consultant with a Release or Covenant Not to Sue as to a claim or cause of action, require the Consultant to assign or transfer to Owner any such claims or causes of action which Consultant has or may have against one or more of its Sub-Consultants regarding or relating to this Project. Upon such request, the Consultant shall execute a written assignment or transfer in a form to be provided by the Owner. In the event the Owner requires the Consultant to assign or transfer said claims or causes of action, then the Owner agrees to indemnify and hold the Consultant harmless from any claim or cause of action brought by a Sub-Consultant against the Consultant directly related to the claim or cause of action brought by the Owner against a Sub- Consultant as a result of such assignment.

3.2 Proposed Sub-Consultants:

- 3.2.1** The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)
- 3.2.2** The Consultant shall not change any Sub-Consultant without prior approval by the Owner.

- 3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER’S RESPONSIBILITIES

- 4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.
- 4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant’s use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.
- 4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

- 5.1 **Professional Basic Service Fees (“Fee”):**
- 5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner’s resources.
- 5.2 **Supplemental Fee:**
- 5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size and complexity.
- 5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.
- 5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure

services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Multiple of Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 Direct Personnel Expense: Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 Reimbursable Fees:

5.5.1 Reimbursables are those items pre-approved, in writing, and authorized by the Owner in addition to the Supplemental Services and consist of actual expenditures made by the Consultant and the Consultant's employees and Sub-Consultants in the interest of the work.

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.5.3 The Owner will reimburse the Consultant for authorized Reimbursables as verified by appropriate bills, invoices or statements.

5.5.4 Authorized Reimbursables shall not include charges for office rent or overhead expenses of any kind, including but not limited to, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to the Project. For all Reimbursables, the Consultant will apply the multiplier of one and five-hundredths (1.05) times the amount expended by the Consultant. Authorized reproductions in excess of sets required at each phase of the work will be a reimbursable.

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

- 6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.
- 6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.
- 6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.
- 6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.
- 6.1.5 Payments are due and payable thirty (30) days from receipt of the Consultant's invoice, provided it is in accord with the requirements of this Agreement.
- 6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 Payment for Reimbursables:

- 6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.
- 6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 Project Suspension:

- 6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification:

- 7.1.1 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not

limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the Consultant's negligent, reckless or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract..

- 7.1.2** In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.
- 7.1.3** In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.
- 7.1.4** The Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Consultant under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

- 8.1.1** The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.
- 8.1.2** 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, or better, 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.
- 8.1.3** All insurance policies required under this Agreement 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, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility

name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 Automobile Liability Insurance: The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 Professional Liability (Errors and Omissions): The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand (\$50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 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:

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

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In

addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 Worker's Compensation Insurance: The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence.

8.2.4 General Liability Insurance: The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million (\$1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million (\$2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 Performance:

9.1.1 Performance and Delegation: The services to be performed hereunder shall be performed by the Consultant's and Sub-Consultant's own staff, unless otherwise approved by the Owner. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

9.1.2 Task Orders: The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 Time for Performance: The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to

perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars (\$100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

9.1.4 Time Extensions: A reasonable extension of time for completion of various aspects may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Consultant for additional or extra compensation. Under no circumstances shall the Consultant be entitled to additional compensation or payment as a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 Excess Funds: Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 Termination of Agreement:

9.2.1 Right to Terminate: The Owner has the right to terminate this Agreement for its own convenience on seven (7) days written notice. Upon termination of this Agreement, the Consultant shall be paid in accordance with the terms of this agreement. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner.

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not

this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 Annulment: The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift or other consideration contingent upon the making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 Fixed Fees Exceeding \$50,000: For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand (\$50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 Force Majeure: The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 Termination of Scrutinized Companies or False Certification: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statutes, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector; or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statutes, if the other party is found to have submitted a false certification.

9.3 Consultant's Accounting Records and Right to Audit Provisions: Consultant's records which shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultant), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this Agreement.

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant

is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

- 9.3.2** Owner's agent or its authorized representative shall have access to the Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 9.3.3** Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.
- 9.3.4** If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of \$25,000, the actual cost of the Owner's audit shall be paid by the Consultant.
- 9.3.5** **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT...

Custodian of Public Records

Requel Bell
600 SE 3rd Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 Ownership of documents:

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 Attachments and References:

9.6.1 The following named attachments are made an integral part of this Agreement:

- .1 Attachment 1: Scope of Work
- .2 Attachment 2: Consultant's Invoice Form, Consultant's Reimbursable Form (individual project invoices required)
- .3 Attachment 3: Electronic Media Submittal Requirements
- .4 Attachment 4: Authorization to Proceed (ATP) Form
Professional Services Required

		Project Schedule
		Professional Fee
.5	Attachment 5:	List of Project Team Members
.6	Attachment 6:	Document 00455 – Background Screening
.7	Attachment 7:	IRS Form W-9
.8	Attachment 8:	Truth in Negotiations Certificate
.9	Attachment 9:	ACH Payment Agreement Form
.10	Attachment 10:	Conflict of Interest Form

Online Documents: The following documents shall be downloaded by the Consultant 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

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and Consultant.

9.7.3 This Agreement is for the benefit of the parties to the Agreement and are not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

9.10.1 The performance of this Agreement shall not be delegated or assigned by the Consultant without the written consent of the Owner.

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

9.11.2 **Certification and Disclosure**

.1 The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- .2 Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.
- .3 The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 Non-Discrimination, EEO, and ADA

9.12.1 Non-Discrimination – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

9.12.2 Equal Employment Opportunity (EEO) - The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.12.3 Americans with Disabilities Act Amendments Act of 2008 - Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 Authority Provision: 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.

9.15 Notice Provision When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 the 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 Procurement & Warehousing Services
7720 W Oakland Park Boulevard, Suite 323
Sunrise, FL 33351
Attn: Mary Coker
Director of Procurement & Warehousing Services

With a Copy to: Office of Facilities and Construction
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Shelley N. Meloni
Director, Pre-Construction Office of Facilities and Construction

And

CBRE Heery, Inc., Owners Representative
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Robert Corbin
Program Director/Vice President

To Consultant: F.R. ALEMAN AND ASSOCIATES, INC.
10305 NW 41 ST, Suite 200 Miami, FL 33178
Attn: Yvette A Aleman, President

9.16 Excess Funds. Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

9.17 Background Screening. Project Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Project Consultant, its agents, subconsultants and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or(3) have access or

control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Project Consultant or its personnel providing any services under the conditions described in the previous sentence. Consultant will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Consultant and its personnel. The Parties agree that the failure of Consultant to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Consultant agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Consultant's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Project Consultant pursuant to Article 7 of this Agreement and the laws of Florida.

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

- 10.1** In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. 17-113C – Surveying Consulting Services**(the “RFQ”) are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

IN WITNESS WHEREOF, The School Board of Broward County, Florida, has caused this Agreement to be executed by the undersigned and the seal of the School Board to be set hereto; and the said Project Consultant has caused this Agreement to be executed by the undersigned and the seal of the Project Consultant set hereto on this day and year first above written.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel



(Corporate Seal)

FOR PROJECT CONSULTANT


(ATTEST)

F.R. ALEMAN AND
ASSOCIATES, INC.

Legal Name of Corporation



Yvette A Aleman, President



Witness or Secretary, (Julie Boyce)



Witness, (Margaret Rodriguez)

(4658)
Project Consultant's Registration Number

ACKNOWLEDGEMENT

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME this 17th day of May, 2018, appeared Yvette A. Aleman and JB

_____ personally known to me to be the persons described in

and who executed the foregoing contract and acknowledge that he executed the same as his free act and deed

for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last official this 17th day of

May, 2018.

Notary Public State of Florida

My Commission Expires: 02/02/2022



Julia E. Boyce
Commission # GG178904
Expires: February 12, 2022
Bonded thru Aaron Notary

Julia E. Boyce
Notary's Commission No. GG178904



Attachment 1
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 NW 26th St., Bldg 8
Fort Lauderdale, Florida 33311

(754) 321-1500

Scope of Work

1.1 General Requirements

- 1.1.1 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner.
- 1.2.1 The services listed below are not all encompassing and shall not limit those activities or services, which may be requested by the Owner.

2.1 Basic Services

- 2.1.1 All services rendered shall be in conformance with Florida Administrative Code and Department of Business and Professional Regulations (DBPR) requirements as it relates to professional mapping and surveying services.
- 2.2.1 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner .
- 2.3.1 The listed services below are not all encompassing and shall not limit those activities or services which may be requested by the Owner.

3.1 General Basic Services

- 3.1.1 The Land Surveyor agrees to: (A) Provide complete professional land surveying and mapping services and all necessary personnel, equipment and materials to perform services; (B) Complete those land surveying services in accordance with the respective ATP's, related schedules, and work increments by the Owner.
- 3.2.1 The Land Surveyor shall schedule and attend project meetings on an as- needed basis with representatives of the Owner.

4.1 Basic Surveying Services

- 4.1.1 The Land Surveyor shall confer with representatives of the Owner to verify and confirm the project scope and specific requirements and/or requirements of any Authorization to Proceed (ATP) issued by the Owner.
- 4.2.1 The Land Surveyor shall, prior to commencing surveying activities, visit and inspect the site.

- 4.3.1 The Land Surveyor shall undertake all necessary activities in preparation for conducting the survey including but not limited to the following:
- a. Review all record documents provided by the Owner; request clarification if necessary.
 - b. Order, if necessary, aerials, recorded easements and instruments from Broward County, municipality, other agency or vendor.
 - c. Check existing plat(s) information as it relates to easements, recorded instruments and reservations. Order any required plats as requested by the Owner.
 - d. Show site information in terms of Florida State Plane Coordinate System.
 - e. Coordinate, obtain, and map all over and underground existing as-built information with Broward County (or municipal) water and sewer authority, FPL, BellSouth, and other sources as necessary.
 - f. Calculate boundaries of properties, set control points, acreages, bearing and distances.
 - g. Show finish floor elevations of buildings and provide FIMA 100 year flood base elevation and panel number.
 - h. Establish minimum of two permanent benchmarks on site, tied to established control points: Set one benchmark at the base of the facility's flagpole if one does not exist at that location.
 - i. Restore dislocated survey control points based on original survey.
- 4.4.1 In the event that the Land Surveyor believes that the scope, schedule or budget established by an ATP is not achievable, the Land Surveyor shall immediately notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.
- 4.5.1 The Land Surveyor shall prepare, submit and present for approval by the Owner a hardcopy and electronic AutoCAD copies (compatible with District's Electronic Media Requirements) of a site survey or "as built" for properties identified on a ATP and according to the requirements of the District's Document Submittal Checklist found: http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp.
- 4.6.1 The Land Surveyor may prepare a site survey, which is an update of record information and surveys provided by the Owner. This will be prepared and submitted in electronic media and hard copy formats as applicable in the Agreement.
- 4.7.1 The Land Surveyor shall submit three copies of all documents (both electronic and hardcopy) without additional charge, for approval by the Owner unless additional (or fewer) copies are required by a particular ATP.
- 4.8.1 The Land Surveyor shall submit complete survey documents, properly signed and sealed by the Land Surveyor and respective Sub-Consultants (if any). Unsigned or unsealed documents are not acceptable.
- 4.9.1 When requested by the Owner, any records and survey calculations shall be submitted for the Owner's review and/or record.

4.10.1 The Land Surveyor shall render interpretations and clarifications of the survey in a written format, supplemented by appropriate graphics, acceptable to the Owner.

5.1 **Other Basic Services:**

5.1.1 The Land Surveyor shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to Land Surveyor's services.

5.2.1 The Land Surveyor shall provide any other professional services not otherwise in the agreement to which the Land Surveyor and the Owner mutually agree.

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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
2301 NW 26th Street
Fort Lauderdale, FL 33311
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
 2301 NW 26th Street Fort Lauderdale, FL 33311(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
 2301 NW 26th Street Fort Lauderdale, FL 33311 (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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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 the latest version of AutoCAD, 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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PSA Attachment 4
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed

Project No.:	P.#####	Date:	_____ 2017
Location No.:	####	SBBC P.O. No.:	_____
Project Title:	Name of Project	Line No.:	_____
Facility Name:	NAME OS SCHOOL	Project Manager:	_____
Project Consultant:	NAME OF VENDOR A/E	Dir. Capital Planning & Programming	_____

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

- | | | |
|---|---|---|
| <input type="checkbox"/> Schematic Design | <input type="checkbox"/> Design Development | <input type="checkbox"/> Construction Documents |
| <input type="checkbox"/> Bidding | <input type="checkbox"/> Construction Contract Administration | <input type="checkbox"/> Warranty |
| <input type="checkbox"/> Other Services: | Attached: | |

This Authorization to Proceed is subject to the following attachments:

- Attachments:
- Professional Services Required
 - Project Schedule
 - Professional Fees
 - Previous ATP's

The scope of the required services is specified on the Professional Services Required with a Fixed Limit of Construction Cost (FLCC) for this project as indicated below:

Original FLCC	Current Cost Estimate	Revised FLCC by ATP
\$#####	\$#####	\$#####

The services under this Authorization To Proceed (ATP) will be provided under the Professional Services Agreement (PSA) dated _____ 2017 between The School Board of Broward County, and NAME OF VENDOR ARCHITECT are in accordance with the Proposal for Architectural / Engineering Services from NAME OF ARCHITECT dated _____ 2017 (Revised _____, 2017 and _____ 2017) – See Attachment 1.

The Basic Services that will be provided by the Project Consultant under this ATP are defined in Articles 2.1 through 2.8 of the PSA.

The Supplemental Services that will be provided by the Project Consultant under this ATP are defined in Article 2.9 of the PSA.

Upon completion of a phase listed on Page 3 of this ATP, the Project Consultant shall not proceed with the next phase until the completion of all documents, required presentations and reports required for the phase being completed, and receipt of a written authorization for the next phase from the Owner, or the Office of Facilities & Construction, or the Program Manager.



PSA Attachment 4
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: P.#####
Project Title: GOB_ NAME OF PROJECT

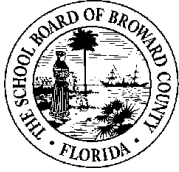
Facility Name: NAME OF SCHOOL
 Project Consultant: NAME OF ARCHITECTURAL VENDOR

The required project schedule milestones for this project are presented below. (Mandatory)

ACTIVITY	Date Required Or Estimated Time Period	
	Start	Finish
Phase I - Scope Validation – 14 Calendar Day	Day 1	Day 14
Phase I - Schematic Design Submittal (30% CDs) – 30 Calendar Days	Day 15	Day 44
Phase I - Plan Review – 7 Calendar Days	Day 45	Day 51
Phase II - Design Development Submittal (60% CDs) – 30 Calendar Days	Day 52	Day 81
Phase II - Plan Review – 14 Calendar Days	Day 82	Day 95
Phase III - 90% CDs Submittal – 30 Calendar Days	Day 96	Day 125
Phase III - 90% CDs Review – 21 Calendar Days	Day 126	Day 146
Phase III - 100% CDs Submittal – 30 Calendar Days	Day 147	Day 176
Phase III - 100% CDs Review – 21 Calendar Days	Day 177	Day 197
Phase III - 100% CDs Bldg Dept Review – 21 Calendar Days	Day 198	Day 218
Plan Revision / Re-Submittal to Bldg Dept – 14 Calendar Days	Day 219	Day 232
Bldg Dept Follow-up Review – 14 Calendar Days	Day 233	Day 246
Plan Approval – 0 Calendar Days (See Note 2)	Day 246	Day 246
Procurement & Award – 90 Calendar Days	Day 247	Day 336
Construction Through Close-out (Contract Administration) – 365 Calendar Days	Day 337	Day 701
Begins With Approval of GMP (See PSA Article 2.6.1)		
Warranty – 365 Calendar Days	Day 702	Day 1066

Notes:

- Day 1 = One (1) calendar day after fully executed Authorization To Proceed is issued to the Consultant or a mutually agreed upon start date with SBBC Owner's Representative. Excludes all federal observed holidays.
- Completion of 100% Construction Documents is when Building Department issues Letter of Intent to Permit.
- The milestones presented herein are in accordance with the schedule in the Proposal for Architectural / Engineering Services from NAME OF VENDOR ARCHITECT?ENGINEER dated _____ 2017 (Revised _____, 2017 and _____, 2017) and the milestones shall be incorporated into the Project Design Schedule prepared by the Project Consultant as required by Article 2.2.5.8 of the PSA.



PSA Attachment 4
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed (Continued)

Project No. & Location No.: P.#####
 #####

Professional Fees
 Project Title: GOB SCOPE NAME

Facility Name: NAME OF SCHOOL
 Project Consultant: NAME OF VENDOR A/E

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I – Schematic Design (30% CDs)	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
II - Design Development (60% CDs)	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
III – 90% CDs	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
III – 100% CDs	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
IV - Bid Phase (GMP)	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
V – Construction Administration	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
VI - Warranty	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Document Reproduction	#####.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Specific Purpose Survey & GPR	\$0.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance - Geotechnical	\$0.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Non-Destructive / Destructive Testing	\$20,000.00	#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Pre-Design Testing	\$0.00	\$0.00	100.0%	\$0.00	0.0%	\$0.00	0.0%
Supplemental Services	\$0.00	\$0.00	100.0%				
Total:	#####.00	#####.00	100.0%	\$0.00	0.0%	\$0.00	0.0%

Payment for these services shall be made in accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Certified By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date:	_____
Recommended By SBBC				Approval by SBBC			
Name:				Name:			
Title: Project Manager / Program Director				Title:			
Signature:	_____ / _____	Date:	_____	Signature:	_____	Date:	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Project Consultant and is incorporated by reference into the terms and conditions of that agreement.

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Design and Professional Consulting Staff

Prime Firm: F.R. Aleman & Associates, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Yvette A. Aleman, P.E.	Principal-in-Charge	Principal-in-Charge	50%	PE No.: 48185	marketing@fr-aleman.com
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Lis Tolstoy, PSM	Sr. Surveyor & Mapper (PSM), QAQC	Sr. Surveyor & Mapper (PSM), QAQC	50%	PSM No.: LS6759	lis.tolstoy@fr-aleman.com
Fernando Gatell, PSM	Professional Surveyor & Mapper (Director)	Professional Surveyor & Mapper (Director)	100%	PSM No.: LS2821	fernando.gatell@fr-aleman.com
Carlos Cuenca	Sr. Survey Technician	Sr. Survey Technician	100%	N/A	carlos.cuenca@fr-aleman.com
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Julio Delgado	Survey Tech./CADD	Survey Tech./CADD	100%	N/A	julio.delgado@fr-aleman.com
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Lydia Santiago	CADD	CADD	100%	N/A	lydia.santiago@fr-aleman.com

Subconsultant: Brown & Phillips, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Anthony St. Clair Brown PLS	CEO	Project Surveyor	25%	PSM No.: LS4977	tony@brown-phillips.com
John E. Phillips III, PLS	President	Project Surveyor	20%	PSM No.: LS4826	john@brown-phillips.com

Subconsultant: ACAI Associates, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Adolfo J. Cotilla, Jr., AIA	President	President	15%	AR0008011	adolfo@aecmworld.com
Donald M. Wilkin, RA	Architect	Architect	15%	AR0011619	donald@aecmworld.com
Thomas J. Vageline, ASLA	Landscape Architect	Landscape Architect	20%	LA0000662	thomas@aecmworld.com

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Document 00455: Background Screening of Contractual Personnel

Project No:
Location No:
Project Title: RFQ 17-113C Surveying Consulting Services
Facility Name: TBD or Various

SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES, BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL

Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Contractor's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Bidder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Bidder pursuant to SBBC Indemnification requirements as revised and the laws of Florida.

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida
COUNTY OF Miami-Dade

Before me, the undersigned authority, personally appeared

Yvette A. Aleman, President

who, being by me first duly

sworn, made the following statement:

- Contractor Name: F.R. Aleman & Associates, Inc.
Address: 10305 NW 41st Street Suite 200 Miami, Fl 33178
- My relationship to the Contractor named in (1) above is: _____
(List relationship such as sole proprietor, partner, president, vice president, etc.)
- Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) 59-2751524

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

- The above-named Contractor presently complies fully with the requirements set forth in Section 1012.465, Florida Statutes to the extent that all contractual personnel to be employed under the terms of this bid HAVE met Level 2 Screening requirements set forth in Section 1012.32, Florida Statutes.

BY: [Signature] DATE: May 17, 2018

NAME (Printed) Yvette A. Aleman TITLE: President

Notarization

State of: Florida)

County of: Miami-Dade)

Sworn to and subscribed before me, the undersigned authority, by

Yvette A. Aleman.

who is personally known to me or did produce:

N/A - personally known

an identification and who did take an oath.

Notary Public: Julia E. Boyce

Affix Seal

Commission Expires on: 02/12/2022



Julia E. Boyce
Commission # GG178904
Expires: February 12, 2022
Bonded thru Aaron Notary

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to <http://www.broward.k12.fl.us/police/secclear.html> and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting “Click Here for Forms and Other Necessary Information” hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

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PSA Attachment 7

**See attached Department of Treasury Internal
Revenue Service Form W-9.**

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. F.R.Aleman & Associates, Inc.	
	2 Business name/disregarded entity name, if different from above	
	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"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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) ▶ _____	
	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 1305 NW 41st street Suite 200	Requester's name and address (optional)
	6 City, state, and ZIP code Miami, Florida 33178	
	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.

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.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
5 9 - 2 7 5 1 5 2 4	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ May 17, 2018
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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:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - 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
 - 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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons 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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), 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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession
- 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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) 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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 1984 and broker accounts considered active during 1983.** 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 1983 and broker accounts considered inactive during 1983.** 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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
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 public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	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 2.

*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, 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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F.R. ALEMAN

& Associates, Inc.

CONSULTING ENGINEERS & SURVEYORS
www.FR-Aleman.com

10305 NW 41 Street, Suite 200
Miami, Florida 33178
TEL: (305) 591-8777
FAX: (305) 599-8749

May 17, 2018

PROJECT NAME: RFQ 17-113C Surveying Consulting Services

AMOUNT OF CONTRACT: \$3,000,000

CERTIFICATE OF TRUTH IN NEGOTIATION

This is to certify that to the best of my knowledge and belief, all wage rates and other factual unit costs supporting the compensation negotiated for the referenced contract are accurate, complete, and current at the time of contracting as defined in Florida Statutes CH287.055 (5) (a) and represented to The School Board of Broward County, Florida or their representative(s) in support of:

PROJECT NAME: RFQ 17-113C Surveying Consulting Services

Are accurate, complete and current as of

17th day of May, 2018
(Day), (Month) (Year)

FIRM: F.R. Aleman & Associates, Inc.

PRESIDENT: Yvette A. Aleman, P.E.

By: _____


Reference: Florida Statutes 287.055

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

VENDOR NAME: F.R. Aleman & Associates, 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: First National Bank of South Miami

Branch/ State: South Miami, Florida

Routing No: 067005873

Account No: 0101905116 Checking Savings

VENDOR AREA:
Remittance Confirmation: (please select one) _____ Fax Email

Federal Identification No. Vendor 59-2751524 TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number 305-599-8749 Dept. Main office

Centralized Email accounting&fr-aleman.com Dept. _____

Centralized Phone No. 305-591-8777 Dept. Main office #

Signature

Authorized Signature (Primary) and Business title:  _____ Date: May 17, 2018

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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RFQ # and NAME RFQ17-113C Surveying Consulting Services

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

F.R. Aleman & Associates, Inc.

Company Name

Yvette A. Aleman

Name of Official

10305 NW 41st Street Suite 200

Business Address

Miami, Florida 33178

City, State, Zip Code

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& Associates, Inc.
10305 NW 41 Street, Suite 200
Miami, Florida 33178
TEL: (305) 591-8777
FAX: (305) 599-8749
EMAIL: marketing@fr-aleman.com

CONSULTING ENGINEERS & SURVEYORS
www.FR-Aleman.com

August 10, 2017

The School Board of Broward County

Attn: Shari Francis, Purchasing Agent
Procurement & Warehousing Services Dept.
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

RE: **DESIGN PROFESSIONAL SERVICES - Continuing Contract for Surveying**
RFQ # 17-113C - Proposal

Dear Mrs. Francis:

This letter confirms that **F.R. Aleman & Associates, Inc.** is an SBBC certified Hispanic-American Minority/Women Business Enterprise (M/WBE) and as such is eligible for 100% M/WBE Participation.

In addition, we made the following M/WBE commitments:

Brown & Phillips, Inc., an SBBC certified African-American MBE, participation is 25% and ACAI Associates, Inc., an SBBC certified Hispanic-American (MBE), participation is 3%

Yours Truly,

Eva Francisco, CFO

Attachments:

- a) Surveying & SUE Staff Rate Breakdown
- b) M/WBE Participation worksheet
- c) SBBC M/WBE Certificates

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RFQ Number/Name	17-113C - Continuing Contracts - Design Professional Services Surveying		
Proposer's Company Name	F.R. Aleman & Associates, Inc		
Dated Submitted -- FINAL	Thursday, August 10, 2017		
Staff Rate Breakdown For Design Professional Services			
Staff Classification	Raw Hourly Rate (\$)	Multiplier	Total
<u>F.R. Aleman & Associates, Inc</u>			
Principal In Charge	\$75.87	2.90	\$220.02
Chief Utility Coordinator	\$56.50	2.90	\$163.85
Senior Project Manager	\$53.00	2.90	\$153.70
Professional Surveyor & Mapper (Director)	\$51.50	2.90	\$149.35
Senior Surveyor & Mapper (PSM), QAQC	\$53.00	2.90	\$153.70
Senior Survey Technician	\$35.50	2.90	\$102.95
CADD	\$27.00	2.90	\$78.30
Survey Technician/CADD	\$32.62	2.90	\$94.60
Field Crew Supervisor	\$31.00	2.90	\$89.90
Administrative Support	\$22.00	2.90	\$63.80
FIELD CREW RATES			
Survey Field Crew - Three (3) Person	\$59.75	2.90	\$173.28
Survey Field Crew - Four (4) Person	\$73.75	2.90	\$213.88
Designating Field Crew - Two (2) Person	\$51.00	2.90	\$147.90
Locating Field Crew - Three (3) Person	\$66.00	2.90	\$191.40
Field Crew - GPR - Two (2) Person	\$76.87	2.90	\$222.92
Field Crew - GPR - Three (3) Person	\$93.33	2.90	\$270.66
Field Crew -Vac Truck - Two (2) Person Crew (Test Holes)	\$95.92	2.90	\$278.17
Field Crew -Vac Truck - Three (3) Person Crew (Test Holes)	\$112.72	2.90	\$326.89

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RFQ Number/Name		17-113C - Continuing Contracts - Design Professional Services Surveying	
Proposer's Company Name		F.R. Aleman & Associates, Inc	
Dated Submitted -- FINAL		Thursday, August 10, 2017	
Staff Rate Breakdown For Design Professional Services			
Staff Classification	Raw Hourly Rate (\$)	Multiplier	Total
<u>Subconsultant Firm: Surveying & Mapping</u> <u>Brown & Phillip , Inc.</u>			
Professional Land Surveyor	\$41.75	2.90	\$121.08
Survey Technician	\$30.12	2.90	\$87.35
CAD Technician	\$30.12	2.90	\$87.35
Survey Crew - 2 Person	\$42.17	2.90	\$122.29
Survey Crew - 3 Person	\$54.17	2.90	\$157.09
Administrative Support	\$19.50	2.90	\$56.55
<u>Subconsultant Firm: Landscape Architecture</u> <u>ACAI Associates Inc.</u>			
Principal In Charge	\$67.80	2.90	\$196.62
Senior Project Manager	\$59.32	2.90	\$172.03
Sr. Landscape Architect	\$50.07	2.90	\$145.20
Architect	\$46.05	2.90	\$133.55
Senior Technician	\$38.50	2.90	\$111.65
Technical/Spec Support	\$26.52	2.90	\$76.91
Architectural CADD/BIM/CA Tech	\$35.05	2.90	\$101.65
Administrative Support	\$22.00	2.90	\$63.80
Supplemental Services Multiplier		2.90	
<p>Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).</p> <p>Note 2: Reimbursable expenses (a.k.a. allowances) should be direct costs with no mark-up.</p>			

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M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: F.R. Aleman & Associates, Inc.

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation
Firm Name: <u>F.R. Aleman & Associates, Inc.</u> Contact Person: <u>Yvette A. Aleman, P.E.</u> Address: <u>10305 NW 41 Street, Suite 200</u> <u>Doral, Florida 33178</u> Telephone No.: <u>(305) 591-8777</u> Facsimile No.: <u>(305)599-8749</u> M/WBE Certification No.: <u>7007-7229 16</u> Certifying Agency Name: <u>The School Board of Broward County</u> Address: <u>7720 W. Oakland Park Blvd., Suite 323</u> <u>Sunrise, Florida 33351</u> Telephone No.: <u>(754) 321-0550</u>	Surveying Work and related trades.	72%
Firm Name: <u>Brown & Phillips, Inc.</u> Contact Person: <u>Anthony St. Brown, PSM</u> Address: <u>1860 Old Okeechobee Road, #509</u> <u>West Palm Beach, Florida 33409</u> Telephone No.: <u>(561) 615-3988</u> Facsimile No.: <u>(561) 615-3991</u> M/WBE Certification No.: <u>7007-3414 99</u> Certifying Agency Name: <u>The School Board of Broward County</u> Address: <u>7720 W. Oakland Park Blvd., Suite 323</u> <u>Sunrise, Florida 33351</u> Telephone No.: <u>(754) 321-0550</u>	Support for Surveying Work and related trades.	25%
Firm Name: <u>ACAI Associates, Inc.</u> Contact Person: <u>Adolfo J. Cotilla, Jr., AIA</u> Address: <u>2937 W. Cypress Creek Road, Suite 200</u> <u>Fort Lauderdale, FL 33309</u> Telephone No.: <u>(954) 484-4000</u> Facsimile No.: <u>(954) 484-5588</u> M/WBE Certification No.: <u>7007-111 89</u> Certifying Agency Name: <u>The School Board of Broward County</u> Address: <u>7720 W. Oakland Park Blvd., Suite 323</u> <u>Sunrise, Florida 33351</u> Telephone No.: <u>(754) 321-0550</u>	Landscape Architecture	3%

Note: percentage amount needs to be provided to receive points.

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM

A DIVISION OF
PROCUREMENT & WAREHOUSING SERVICES

This Certifies

F. R. Aleman & Associates, Inc.

has met the requirements for certification established by the Supplier Diversity & Outreach Program of the School Board of Broward County as a

Hispanic-American

(M/WBE)

11/7/2016
Effective Date

11/7/2019
Expiration Date



7007-7223 16
Certification Number

Colleen M. Robbs
Colleen M. Robbs, Supplier Diversity & Outreach
Coordinator

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM

A DIVISION OF
PROCUREMENT & WAREHOUSING SERVICES

This Certifies

Brown & Phillips, Inc.

has met the requirements for certification established by the Supplier Diversity & Outreach Program of the School Board of Broward County as a

African-American

(MBE)

8/30/2014

Effective Date

8/29/2017

Expiration Date



7007-3414 99

Certification Number

Ruby Crenshaw, Director

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM

A DIVISION OF
PROCUREMENT & WAREHOUSING SERVICES

This Certifies

ACAI Associates, Inc.

has met the requirements for certification established by the Supplier Diversity & Outreach Program of the School Board of Broward County as a

Hispanic-American

(MBE)

3/24/2015

Effective Date

3/23/2018

Expiration Date



7007-111 89

Certification Number

Colleen M Robbs

Colleen M. Robbs, Supplier Diversity & Outreach
Coordinator

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AGREEMENT FOR OPEN END SERVICES
BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
CONSULTANT
FOR
SURVEYING CONSULTING SERVICES

THIS AGREEMENT, made this, 24th day of July in the year 2018, by and between **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA** (hereinafter called the “**Owner**” “**SBBC**” and/or “**Board**”), and:

KEITH AND SCHNARS, P.A.

Hereinafter, “**Consultant**,” for various projects. It is agreed that this Agreement is an “Open End” Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in Section 287.055(2)(g), Florida Statutes as amended from time to time. Rather than enter into separate agreements each time that is required, the Owner and Consultant shall enter into this Agreement. The terms and conditions of this Agreement shall govern each of the individual projects that the Consultant is hired to provide services for. Attached as **Attachment 1** to this Agreement is a general “Scope of Work for Consulting Services,” which has been negotiated and agreed upon by all parties. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed (“ATP”), Attachment 4, which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner’s assigned project numbers. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required.

The term of this Open-End Agreement commences on the date of this Agreement as set forth above; no new projects may be made part of this Open-End Agreement more than Three (3) years from the date of this Agreement. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed Three Million (\$3,000,000) Dollars over the life of the initial contract. The Agreement may be extended by Two (2) additional, one-year periods with a limit of One Million (\$1,000,000) Dollars per year extension. The Owner and Consultant agree as follows:

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS
ARTICLE 2	CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3	SUB-CONSULTANTS
ARTICLE 4	THE OWNER'S RESPONSIBILITIES
ARTICLE 5	BASIS OF COMPENSATION
ARTICLE 6	PAYMENTS TO THE CONSULTANT
ARTICLE 7	INDEMNIFICATION CLAUSE
ARTICLE 8	INSURANCE
ARTICLE 9	GENERAL PROVISIONS
ARTICLE 10	INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS:

- Attachment 1: Scope of Work
- Attachment 2: Consultant's Invoice Form, Consultant's Reimbursable Form
(individual project invoices required)
- Attachment 3: Electronic Media Submittal Requirements
- Attachment 4: Authorization to Proceed (ATP) Form (one per project)
 - Professional Services Required – page 1 of 3 (one per project)
 - Project Schedule – page 2 of 3 (one per project)
 - Professional Fee – page 3 of 3 (one per project)
- Attachment 5: List of Project Team Members
(one per project)
- Attachment 6: Document 00455 – Background Screening
- Attachment 7: IRS Form W-9
- Attachment 8: Truth in Negotiations Certificate
- Attachment 9: ACH Payment Agreement Form
- Attachment 10: Conflict of Interest Form
- Attachment 11: Staff Rate Breakdown for Design Professional Services

ARTICLE 1 – DEFINITIONS

- 1.1 The Office of Facilities & Construction (“Office” or “OFC”):** The Owner’s organizational entity which acts as liaison between the Consultant and Owner and provides day to day management and other professional services on the Owner’s behalf. Various members of the Office of Facilities and Construction, acting as representatives of the Owner, will meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. Office personnel will also examine documents submitted by the Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Consultant's work. The Project Manager shall be principally responsible for direct communication to the Consultant and the Contractor.
- 1.2 The Chief Facilities & Construction Officer, Office of Facilities & Construction:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of all projects for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer or Chief Facilities Officer.
- 1.3 Authorization to Proceed (ATP):** A document in the form of Attachment 4 to this Agreement, accompanied by a fully-executed Purchase Order, issued by the Owner to the Consultant, authorizing the performance of specific professional services and commencement of a Phase as defined in Article 2.1 through Article 2.8, and stating the time for completion and the amount of fee authorized for such services.
- 1.4 Basic Services:** Those services defined in Attachment 1.
- 1.5 Other Basic Services:** Those services defined in Attachment 1.
- 1.6 Supplemental Services:** Those services defined in Attachment 1.
- 1.7 Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional Surveying Consulting services pursuant to the terms of this Agreement.
- 1.8 Project Scope:** The activities necessary to respond to the Owner’s requirements for the various projects, refer to Attachment 1.
- 1.9 Project Budget:** The sum, established by the Owner, as available for the entire Project, including but not limited to the construction budget (Fixed Limit of Construction Cost (“FLCC”)), land costs, costs of furniture, fixtures and equipment (FF&E), financing costs, compensation for all professional services, costs of Owner-furnished goods and services, contingency allowances and other similar established or estimated costs.
- 1.10 Project Schedule:** The Owner's requirements for the progress of activities associated with the Project identified by milestones and required completion dates for Consultant services defined by this Agreement.
- 1.11 The Contract Documents:** The Contract Documents as used herein refer to the Agreement Form, Exhibits, Attachments, Educational Specifications, including any and all modifications thereto, issued before and after execution of the Contract and all Exhibits

attached thereto used by the Owner to establish a construction contract with the Contractor. These Contract Documents, and their requirements for the Consultant are incorporated by reference into this Agreement. Refer to Article 10 for the provisions of the RFQ incorporated into the Agreement.

- 1.12 **Contractor:** The individual, partnership, corporation, association, joint venture, or any combination thereof, who has entered into a contract with the Owner for construction of schools, administrative and support buildings, or various other types of facilities and incidents thereto.
- 1.13 **Program Manager:** CBRE Heery, Inc. The entity retained by the School Board of Broward County, Florida, to oversee the execution and delivery of the projects, and act as the Owner's Representative.
- 1.14 **Project Manager:** An employee of the District or Program Manager to manage the Project as a direct representative of the Owner.
- 1.15 **The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.
- 1.16 **Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional Surveying Consulting services for the Project.
- 1.17 **Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.
- 1.18 **Fixed Limit of Construction Cost (FLCC):** The total dollar value of all costs to construct each project.
- 1.19 **Building Code Inspector (BCI):** A licensed employee or designee of The School Board of Broward County, Florida, who provides plan review and construction inspection for code compliance, and report non-compliant work to the Project Manager and Project Consultant.
- 1.20 **Value Engineering:** Value Engineering (VE) is the creative, organized process of analysis of a project as to cost and/or performance with a focus on analysis of the proposed facility (and its systems, assemblies or components) and the elimination or modification of those features which add cost without contributing to that facility's required function or design value.
- 1.21 **Constructability:** Constructability is the creative, organized process of reviewing a project's drawings, specifications and other project documentation with a goal of eliminating design, detailing, and specification problems which might render the construction contract documents unbuildable or requiring extensive Addenda or Change Orders to make them buildable.
- 1.22 **The Project Team:** The Owner, Program Manager, and the Consultant who work jointly during the design, construction and warranty phases.

- 1.23 Substantial Completion:** The term Substantial Completion as used herein, shall mean that point at which all work associated with the Project, or contractually-defined phase or portion of the Project, has received a fully executed Certificate of Occupancy (OEF 110B Form) or Certificate of Completion, whichever is applicable.
- 1.24 Chief Building Official, Inspections and Code Compliance (CBO):** The officer or other designated authority charged with the administration and enforcement of all applicable codes, or a duly authorized representative.
- 1.25 Design Criteria:** Owner design requirements for all architectural and engineering disciplines.
- 1.26 Negotiated Unit Prices:** unit prices for professional services to be utilized during various phases of each project under this Agreement. The Consultant's proposal shall serve as the basis for Negotiated Unit Prices. Refer to Articles 5 and 6 for terms of compensation and payment.

ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES

- 2.1 Consulting Services:** The Consulting Services are those set forth in the Professional Services Required form attached as Attachment 1 hereto and incorporated by reference. It should be noted that the Consulting Services may be some or all of those services listed on Attachment "1" to this Agreement, or other services designated by Owner.
- 2.2 Standard of Care and Representations:**
- 2.2.1 Standard of Care:** The Owner's engagement of the Consultant is based upon the Consultant's representations to the Owner that: (A) it is an organization of experienced professionals, authorized and licensed to do business in Florida; (B) the person responsible for performance pursuant to this Agreement is currently a registered Professional Architect or Engineer in the State of Florida; (C) it is qualified, willing and able to perform services for the Project; and that (D) it has the past experience and ability to provide services which will meet the Owner's objectives and requirements.
- 2.2.2** As to all services provided pursuant to this Agreement, the Consultant shall furnish services by experienced personnel and under the supervision of qualified and experienced Consultants, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc.
- 2.2.3** Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner's approval, acceptance or use of or payment for all or any part of Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or Owner's rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.
- 2.2.4** All services provided by the Consultant shall: (A) be in accordance with all applicable

codes, including but not limited to, Florida State Board of Education Regulations, Chapter 6A-2.010 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities ("SREF"), the Florida Building Code ("FBC"), the Florida Fire Protection Code, the Americans With Disabilities Act (ADA), in effect at the time of execution of this Agreement, and its referenced codes and standards; Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines or regulations of the Owner (provided same are not less stringent than applicable codes); (B) be provided for the benefit of the Owner and not for the benefit of any other party; and (C) include all Consultant services normally required for a project of this type as listed in the Scope of Work (Attachment 1 to this Agreement).

- 2.2.5 Approval of Documents:** Owner's approval of or comments on any of the documents submitted to Owner by Consultant shall not be deemed the approval of or by another governmental authority having jurisdiction over the project and Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

ARTICLE 3 – SUB-CONSULTANTS

3.1 Sub-Consultants' Relations:

3.1.1 All services provided by a Sub-Consultant shall be pursuant to appropriate agreements between the Consultant and the Sub-Consultants which shall contain provisions that preserve and protect the rights of the Owner and the Consultant under this Agreement. All such Agreements shall provide that the Consultant may assign or transfer to Owner any and all claims or causes of action which the Consultant has or may have against Sub- Consultant as a result of or relating to any acts of omission or commission of that Sub- Consultant.

3.1.2 Nothing contained in this Agreement shall create any contractual relationship between the Owner and the Sub-Consultants. However, the Consultant is at all times liable for any and all negligent acts of omission or commission of its Sub-Consultants relating to or regarding this Agreement or the Project which is the subject of this Agreement. Owner may, at any time, after agreeing to provide Consultant with a Release or Covenant Not to Sue as to a claim or cause of action, require the Consultant to assign or transfer to Owner any such claims or causes of action which Consultant has or may have against one or more of its Sub-Consultants regarding or relating to this Project. Upon such request, the Consultant shall execute a written assignment or transfer in a form to be provided by the Owner. In the event the Owner requires the Consultant to assign or transfer said claims or causes of action, then the Owner agrees to indemnify and hold the Consultant harmless from any claim or cause of action brought by a Sub-Consultant against the Consultant directly related to the claim or cause of action brought by the Owner against a Sub- Consultant as a result of such assignment.

3.2 Proposed Sub-Consultants:

3.2.1 The Consultant proposes to utilize the Sub-Consultants identified in Attachment 5 (List of Project Team Members)

3.2.2 The Consultant shall not change any Sub-Consultant without prior approval by the Owner.

- 3.2.3 The Consultant shall, not later than ten (10) days after the date of this Agreement, submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and email addresses. Any future changes to Sub-Consultants must also be submitted no later than ten (10) days after the date the change was made.

ARTICLE 4 – THE OWNER’S RESPONSIBILITIES

- 4.1 **Information, Documents and Services:** The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as are reasonably necessary for Consultant to perform its services.
- 4.2 **Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant’s use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to notify the Owner shall result in the Consultant being responsible for any costs, expenses, or damages incurred by the Owner and forfeiture of claims for damages, delays or other compensation related to the use of those Owner furnished materials.
- 4.3 **Project Management:**
The Director of Preconstruction: The Director of Preconstruction or designee shall act on behalf of the Owner in all matters pertaining to this Agreement and shall approve all Authorizations to Proceed to the Consultant and all invoices for payment to the Consultant.

ARTICLE 5 – BASIS OF COMPENSATION

- 5.1 **Professional Basic Service Fees (“Fee”):**
- 5.1.1 The Owner agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses as set forth in Attachment 11 based on the fee schedule as set forth in Attachment 4 attached hereto and incorporated by reference. If Owner and Consultant cannot mutually agree to a Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense, the Owner may secure services from an independent source or from the Owner’s resources.
- 5.2 **Supplemental Fee:**
- 5.2.1 The Fee listed above is based on the scope of services for a project of this scope, size and complexity.
- 5.2.2 If the Owner authorizes an increase or decrease in the scope, size or complexity of the Project, the Fee will be adjusted as mutually agreed upon, in writing, by Owner and Consultant.
- 5.2.3 The Consultant may be authorized to perform Supplemental Services. The fee for such services will be based upon a Cost Plus with a Guaranteed Maximum based on a Multiple of Direct Personnel Expenses. Where a mutually agreeable Cost Plus with a Guaranteed Maximum based on Direct Personnel Expense cannot be arrived at, the Owner may secure

services from an independent source or from the Owner's resources. The Consultant shall provide any information and/or copies of project documentation necessary to facilitate the provision of said supplemental services by others.

5.3 Multiple of Direct Salary Expense:

5.3.1 Where this Agreement or Attachments 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be based on a negotiated multiple of the Direct Personnel Expense as set forth in Attachment 11.

5.3.2 Should overtime work be necessary for work compensated by this fee method, the Consultant's authorization and compensation for such work shall be approved by the Chief Facilities & Construction Officer or his designee, in writing, and stated in Attachment 4 or other documents executed by Owner and Consultant.

5.4 Direct Personnel Expense: Direct Personnel Expense is defined as the salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

5.5 Reimbursable Fees:

5.5.1 Reimbursables are those items pre-approved, in writing, and authorized by the Owner in addition to the Supplemental Services and consist of actual expenditures made by the Consultant and the Consultant's employees and Sub-Consultants in the interest of the work.

5.5.2 Authorized travel outside the areas of Dade, Broward and Palm Beach Counties, lodging and meals in connection with the Project (subject to the limitations imposed by Chapter 112.061, Florida Statutes); long distance communications (except for long distance charges for calls placed to others living outside the Consultant's local calling area), and fees paid for securing approval of authorities having jurisdiction over the work, reproductions, postage and handling of Drawings, Specifications and other documents, and, if authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.5.3 The Owner will reimburse the Consultant for authorized Reimbursables as verified by appropriate bills, invoices or statements.

5.5.4 Authorized Reimbursables shall not include charges for office rent or overhead expenses of any kind, including but not limited to, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to the Project. For all Reimbursables, the Consultant will apply the multiplier of one and five-hundredths (1.05) times the amount expended by the Consultant. Authorized reproductions in excess of sets required at each phase of the work will be a reimbursable.

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

6.1 Payment for Basic Services and Supplemental Services:

- 6.1.1 Payments for Basic and Supplemental Services may be requested monthly (on the Owner's standard invoice format) in proportion to services performed during each portion of the work or other basis as set forth in the Schedules attached hereto and conforming to the attached Consultant's proposal for Attachment 1 – "Scope of Work". Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.
- 6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.
- 6.1.3 The Consultant shall submit invoices in the Owner's required invoice format (Attachment 2) as provided.
- 6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed (ATP) attached.
- 6.1.5 Payments are due and payable thirty (30) days from receipt of the Consultant's invoice, provided it is in accord with the requirements of this Agreement.
- 6.1.6 The Consultant shall submit a monthly S/M/WBE Monthly Subcontractor Utilization Report with the monthly request for payment, on forms provided by the Owner.

6.2 Payment for Reimbursables:

- 6.2.1 Payment for Reimbursables may be requested monthly (on the Owner's standard invoice format, Attachment 2) based on actual costs.
- 6.2.2 Payments are due and payable within thirty (30) days from receipt of the Consultant's invoice.

6.3 Project Suspension:

- 6.3.1 If the Project is suspended for the convenience of the Owner for more than three (3) months or terminated in whole or in part during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of Reimbursable Services and expenses then due.

ARTICLE 7 - INDEMNIFICATION CLAUSE

7.1 Indemnification:

- 7.1.1 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not

limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the Consultant's negligent, reckless or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract..

- 7.1.2** In any and all claims against the Owner by any employee of the Consultant, or anyone for whose acts the Consultant may be liable, the obligations for Consultant to indemnify Owner under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under workman's compensation acts, disability acts, or other employee benefit acts.
- 7.1.3** In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.
- 7.1.4** The Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Consultant under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 8 – INSURANCE

8.1 General Insurance Requirements:

- 8.1.1** The Consultant shall not start work under this Agreement until the Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.
- 8.1.2** 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, or better, 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.
- 8.1.3** All insurance policies required under this Agreement 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, including Products Liability, shall include the Owner's Project number and full Project title (including applicable facility

name) on the Certificate.

8.1.4 The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.

8.1.5 The Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO), unless approved by Owner and shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner. All Certificates shall list the Owner's project number and full project title (including applicable facility name).

8.2 Insurance Required:

8.2.1 Automobile Liability Insurance: The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage combined single limit and shall not be less than the standard ISO Business Auto Policy CA 00 01.

8.2.2 Professional Liability (Errors and Omissions): The Consultant shall procure Professional Liability Insurance in the manner described herein. The deductible shall not be more than Fifty Thousand (\$50,000) Dollars for each policy and must be indicated on the certificate of insurance. The limits of the Professional Liability Insurance Policy shall be as follows:

8.2.2.1 Not used.

8.2.2.2 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:

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

The Consultant shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating three years after final completion of said projects. Should additional projects or change orders be added that increase the cumulative construction value to another tier shown above, the Consultant will be required to show proof of coverage at the higher limit / aggregate. In

addition, the Consultant shall provide information regarding the total claims against said practice policy on an annual basis for the term of the contract upon and terminating three years after final completion of the project (Claims/Loss history should be forwarded to the Risk Management Department), as The School Board of Broward County, Florida, deems appropriate.

The Professional Liability insurance must provide for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Consultant or any person employed or acting on the Consultant's behalf (including, but not limited to, Sub-Consultants) in connection with this Agreement. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Consultant to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project.

8.2.3 Worker's Compensation Insurance: The Consultant shall maintain Worker's Compensation Insurance in compliance with Chapter 440 of the Florida Statutes. The firm shall maintain Workers' Compensation Insurance for all of its employees connected with the provided services as described in this Agreement in accordance with Florida Statutory limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand (\$500,000) Dollars per occurrence.

8.2.4 General Liability Insurance: The Consultant shall maintain General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth herein, with bodily injury limits of not less than One Million (\$1,000,000) Dollars per occurrence combined single limit for bodily injury and property damage and not less than the Two Million (\$2,000,000) General Aggregate such coverage shall apply separately to each project. The School Board of Broward County, Florida, its members, officers, employees, and agents shall be named as an additional insured under the General Liability policy.

ARTICLE 9 – GENERAL PROVISIONS

9.1 Performance:

9.1.1 Performance and Delegation: The services to be performed hereunder shall be performed by the Consultant's and Sub-Consultant's own staff, unless otherwise approved by the Owner. Said approval shall not be construed as constituting an agreement between the Owner and said other person or firm.

9.1.2 Task Orders: The Owner will assign increments of Work to the Consultant via an Authorization to Proceed ("ATP") (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner's assigned project numbers.

9.1.3 Time for Performance: The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Chief Facilities and Construction Officer or his designee and to complete all work within the time stipulated in the Authorization to Proceed (Attachment 4 to this Agreement ("ATP")). The Consultant acknowledges that failure to

perform timely may cause the Owner to sustain loss and damages and will be responsible for same. The Consultant agrees that Owner is entitled to recover no less than One Hundred Dollars (\$100) per consecutive calendar day of unexcused delay caused by the Consultant's failure to comply with the times set forth in the fully executed ATP. Owner shall have the right to deduct such amounts from payments due and owing to the Consultant.

9.1.4 Time Extensions: A reasonable extension of time for completion of various aspects may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Consultant for additional or extra compensation. Under no circumstances shall the Consultant be entitled to additional compensation or payment as a result of or relating to delays on the Project. Time is of the essence with regard to the performance of this contract.

9.1.5 Excess Funds: Any party receiving funds paid by the School Board of Broward County, Florida under this Agreement agrees to promptly notify the School Board of Broward County, Florida of any funds erroneously received from the School Board of Broward County, Florida of upon the discovery of such erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, as amended, applicable at the time the erroneous payment or overpayment was made by the School Board of Broward County, Florida. The erroneous payment and/or overpayment will be promptly transmitted and returned to the School Board of Broward County, Florida with the maximum applicable interest permitted by Florida law.

9.2 Termination of Agreement:

9.2.1 Right to Terminate: The Owner has the right to terminate this Agreement for its own convenience on seven (7) days written notice. Upon termination of this Agreement, the Consultant shall be paid in accordance with the terms of this agreement. To receive payment, all charts, sketches, studies, drawings, and other documents or other materials related to work authorized under this Agreement, whether finished or not, must be turned over to the Owner.

9.2.2 The Consultant may only terminate this Agreement for a material breach of the Agreement by Owner, and only after Consultant has given the Owner ten (10) days written notice and opportunity to cure such breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, the Consultant is obligated to continue performance in accordance with the terms of this Agreement, unless instructed by the Owner to suspend or delay performance.

9.2.3 Owner may terminate this Agreement for cause, which shall include, but not be limited to, failure of Consultant to comply with any of its material obligations under this Agreement; a decrease in the projected, available Capital Outlay funds which renders continuation of the design or construction of the Project impossible or impractical; or conditions which arise that constitute Force Majeure under Article 9.2.6 of this Agreement. In such event, Consultant shall not be entitled to any additional payments and may be liable to Owner for any damages or losses incurred or suffered as a result of Consultant's failure to properly perform pursuant to the terms of this Agreement. In the event it is later determined that the Owner was not justified in terminating this Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 9.2.1 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph. Whether or not

this Agreement is so terminated, the Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Consultant. The rights and remedies of Owner provided by this paragraph are cumulative with and in addition to any other rights and remedies provided by law or this Agreement.

9.2.4 Annulment: The Consultant warrants that no one has been employed or retained other than an employee working solely for the Consultant, to solicit or secure this Agreement; and that the Consultant has not paid, nor agreed to pay, any company or other person any fee, commission, gift or other consideration contingent upon the making of this Agreement. For breach or violation of this warranty, the Owner has the right to annul this Agreement without liability.

9.2.5 Fixed Fees Exceeding \$50,000: For all Fixed Fees or other "lump-sum" fees for professional service Agreements over Fifty Thousand (\$50,000) Dollars the Consultant shall execute a truth-in-negotiations certificate as in accordance with 287.055 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.

9.2.6 Force Majeure: The Owner's or Consultant's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

9.2.7 Termination of Scrutinized Companies or False Certification: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statutes, if the other party is placed on the List of Scrutinized Companies that Boycott Israel or is engaged in a boycott of Israel; is on the List of Scrutinized Companies with Activities in Sudan; is on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector; or has engaged in business operations in Cuba or Syria. SBBC also reserves the right to terminate this Agreement pursuant to Section 287.135(5), Florida Statutes, if the other party is found to have submitted a false certification.

9.3 Consultant's Accounting Records and Right to Audit Provisions: Consultant's records which shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultant), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this Agreement.

9.3.1 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Owner to Consultant pursuant to this Agreement. All costs which the consultant

is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of costs or found to be not in compliance with the provisions of this contract, shall be reimbursed to the Owner.

- 9.3.2** Owner's agent or its authorized representative shall have access to the Consultant's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.
- 9.3.3** Consultant shall require all Sub-Consultants to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Consultant pursuant to this Agreement.
- 9.3.4** If an audit inspection or examination in accordance with this article discloses overcharges (of any nature) by the Consultant to the Owner in excess of \$25,000, the actual cost of the Owner's audit shall be paid by the Consultant.
- 9.3.5** **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Consultant shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Consultant shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Consultant shall transfer, at no cost, to SBBC all public records in possession of Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Consultant transfer all public records to SBBC upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT...

Custodian of Public Records

Requel Bell
600 SE 3rd Avenue
Fort Lauderdale, FL 33312
754-321-1925
Requel.bell@browardschools.com

9.4 Ownership of documents:

9.4.1 The documents developed under this Agreement shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Consultant may maintain copies thereof for its records and for its future professional endeavors, although the Owner shall bear no liability or any responsibility whatsoever for such use of said documents by the Consultant.

9.4.2 In the event of the Consultant's termination under other provisions of this Agreement, the Owner shall receive all original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

9.4.3 In the event Owner requests any such documents or materials referred to in this Article and Consultant fails to provide same as requested by Owner, then Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.

9.4.4 The Owner will not modify or distribute the documents, including electronic media versions, to third parties except for those purposes listed above without the expressed permission and consent of the Consultant. The Owner will delete any title blocks or other marks identifying the originating Consultant from any materials so distributed. The Owner will indemnify the Consultant against any claims that result from the modification of data and disks by the Owner.

9.5 **Electronic Media:** Where this Agreement or referenced provisions in the Contract require the Consultant to provide information or documents in either electronic or magnetic media, the preparation and format of that media shall conform to the Owner's "Electronic Media Submittal Requirements" which are incorporated as Attachment 3 to this Agreement for Open End Services.

9.6 Attachments and References:

9.6.1 The following named attachments are made an integral part of this Agreement:

- .1 Attachment 1: Scope of Work
- .2 Attachment 2: Consultant's Invoice Form, Consultant's Reimbursable Form (individual project invoices required)
- .3 Attachment 3: Electronic Media Submittal Requirements
- .4 Attachment 4: Authorization to Proceed (ATP) Form
Professional Services Required

		Project Schedule
		Professional Fee
.5	Attachment 5:	List of Project Team Members
.6	Attachment 6:	Document 00455 – Background Screening
.7	Attachment 7:	IRS Form W-9
.8	Attachment 8:	Truth in Negotiations Certificate
.9	Attachment 9:	ACH Payment Agreement Form
.10	Attachment 10:	Conflict of Interest Form

Online Documents: The following documents shall be downloaded by the Consultant 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

9.7 Extent of Agreement:

9.7.1 This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral.

9.7.2 This Agreement may not be amended, changed, modified, or otherwise altered after the execution hereof, except by resolution of Owner and an Agreement executed by Owner and Consultant.

9.7.3 This Agreement is for the benefit of the parties to the Agreement and are not for the benefit of any other party, nor shall it create a contractual relationship with any other party.

9.7.4 This Agreement shall be governed by the laws of the State of Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

9.8 **Strict Performance:** The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such provision or rights in that or any other instance.

9.9 **Prompt and Satisfactory Correction:** The Owner, at its sole discretion, may direct the Consultant, at no additional cost to the Owner, to promptly and satisfactorily correct any services found to be defective or not in compliance with the requirements of this Agreement or the requirements of any governmental authority, law, regulation or ordinance.

9.10 **Successors and Assigns:**

9.10.1 The performance of this Agreement shall not be delegated or assigned by the Consultant without the written consent of the Owner.

9.10.2 The Consultant and the Owner each binds one another, their partners, successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

9.11 **Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:**

9.11.1 **Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the following certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

9.11.2 **Certification and Disclosure**

.1 The lower tier participant (Consultant) certifies, by entering this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- .2 Where the lower tier participant (Consultant) is unable to certify to any of the statements in this certification, such participant shall provide an explanation to the Owner.
- .3 The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Owner shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the fees due and owing to the Consultant, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. (Ch. 287.055, F.S.)

9.12 Non-Discrimination, EEO, and ADA

9.12.1 Non-Discrimination – The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.

9.12.2 Equal Employment Opportunity (EEO) - The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.12.3 Americans with Disabilities Act Amendments Act of 2008 - Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

9.14 Authority Provision: 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.

9.15 Notice Provision When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 the 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 Procurement & Warehousing Services
7720 W Oakland Park Boulevard, Suite 323
Sunrise, FL 33351
Attn: Mary Coker
Director of Procurement & Warehousing Services
- With a Copy to: Office of Facilities and Construction
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Shelley N. Meloni
Director, Pre-Construction Office of Facilities and Construction
- And
- CBRE Heery, Inc., Owners Representative
2301 NW 26th St
Fort Lauderdale, FL 33311
Attn: Robert Corbin
Program Director/Vice President
- To Consultant: KEITH AND SCHNARS, P.A.
6500 North Andrews Avenue Fort Lauderdale, FL 33309
Attn: Errol Kalayci , President

9.16 Excess Funds. Any party receiving funds paid by The School Board of Broward County, Florida (SBBC) under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

9.17 Background Screening. Project Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Project Consultant, its agents, subconsultants and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or(3) have access or

control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Project Consultant or its personnel providing any services under the conditions described in the previous sentence. Consultant will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Consultant and its personnel. The Parties agree that the failure of Consultant to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

Consultant agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Consultant's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Project Consultant pursuant to Article 7 of this Agreement and the laws of Florida.

ARTICLE 10 INCORPORATION OF RFQ INTO AGREEMENT

- 10.1** In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of **RFQ No. 17-113C – Surveying Consulting Services**(the “RFQ”) are hereby incorporated into this Agreement. In the event of conflict between the provisions contained in this Agreement and the RFQ, the more stringent provision shall prevail. If this Agreement is silent on an issue that is contained with the RFQ, the provisions of the RFQ shall be followed.

IN WITNESS WHEREOF, The School Board of Broward County, Florida, has caused this Agreement to be executed by the undersigned and the seal of the School Board to be set hereto; and the said Project Consultant has caused this Agreement to be executed by the undersigned and the seal of the Project Consultant set hereto on this day and year first above written.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(SEAL)

**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Robert W. Runcie, Superintendent of Schools

Nora Rupert, Chair

Approved as to Form and Legal Content:



Office of the General Counsel



(Corporate Seal)


FOR PROJECT CONSULTANT

(ATTEST)


KEITH AND SCHNARS, P.A.
Legal Name of Corporation



Errol Kalayci, President



Witness or Secretary, (Mark Moshier, P.E.)



Witness, (Kelly Stout)

(LB #1337)
Project Consultant's Registration Number

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME this 15 day of May, , appeared Errol Kalayci _____ and _____

Mark Moshier, P.E. _____ personally known to me to be the persons described in

and who executed the foregoing contract and acknowledge that he executed the same as his free act and deed

for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last official this 15th day of

May _____, 2018 _

Notary Public State of Florida

My Commission Expires: 11/26/21



GG162991

Notary's Commission No.



Scope of Work

1.1 General Requirements

1.1.1 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner.

1.2.1 The services listed below are not all encompassing and shall not limit those activities or services, which may be requested by the Owner.

2.1 Basic Services

2.1.1 All services rendered shall be in conformance with Florida Administrative Code and Department of Business and Professional Regulations (DBPR) requirements as it relates to professional mapping and surveying services.

2.2.1 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner .

2.3.1 The listed services below are not all encompassing and shall not limit those activities or services which may be requested by the Owner.

3.1 General Basic Services

3.1.1 The Land Surveyor agrees to: (A) Provide complete professional land surveying and mapping services and all necessary personnel, equipment and materials to perform services; (B) Complete those land surveying services in accordance with the respective ATP's, related schedules, and work increments by the Owner.

3.2.1 The Land Surveyor shall schedule and attend project meetings on an as- needed basis with representatives of the Owner.

4.1 Basic Surveying Services

4.1.1 The Land Surveyor shall confer with representatives of the Owner to verify and confirm the project scope and specific requirements and/or requirements of any Authorization to Proceed (ATP) issued by the Owner.

4.2.1 The Land Surveyor shall, prior to commencing surveying activities, visit and inspect the site.

- 4.3.1 The Land Surveyor shall undertake all necessary activities in preparation for conducting the survey including but not limited to the following:
- a. Review all record documents provided by the Owner; request clarification if necessary.
 - b. Order, if necessary, aerials, recorded easements and instruments from Broward County, municipality, other agency or vendor.
 - c. Check existing plat(s) information as it relates to easements, recorded instruments and reservations. Order any required plats as requested by the Owner.
 - d. Show site information in terms of Florida State Plane Coordinate System.
 - e. Coordinate, obtain, and map all over and underground existing as-built information with Broward County (or municipal) water and sewer authority, FPL, BellSouth, and other sources as necessary.
 - f. Calculate boundaries of properties, set control points, acreages, bearing and distances.
 - g. Show finish floor elevations of buildings and provide FIMA 100 year flood base elevation and panel number.
 - h. Establish minimum of two permanent benchmarks on site, tied to established control points: Set one benchmark at the base of the facility's flagpole if one does not exist at that location.
 - i. Restore dislocated survey control points based on original survey.
- 4.4.1 In the event that the Land Surveyor believes that the scope, schedule or budget established by an ATP is not achievable, the Land Surveyor shall immediately notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.
- 4.5.1 The Land Surveyor shall prepare, submit and present for approval by the Owner a hardcopy and electronic AutoCAD copies (compatible with District's Electronic Media Requirements) of a site survey or "as built" for properties identified on a ATP and according to the requirements of the District's Document Submittal Checklist found: http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp.
- 4.6.1 The Land Surveyor may prepare a site survey, which is an update of record information and surveys provided by the Owner. This will be prepared and submitted in electronic media and hard copy formats as applicable in the Agreement.
- 4.7.1 The Land Surveyor shall submit three copies of all documents (both electronic and hardcopy) without additional charge, for approval by the Owner unless additional (or fewer) copies are required by a particular ATP.
- 4.8.1 The Land Surveyor shall submit complete survey documents, properly signed and sealed by the Land Surveyor and respective Sub-Consultants (if any). Unsigned or unsealed documents are not acceptable.
- 4.9.1 When requested by the Owner, any records and survey calculations shall be submitted for the Owner's review and/or record.

4.10.1 The Land Surveyor shall render interpretations and clarifications of the survey in a written format, supplemented by appropriate graphics, acceptable to the Owner.

5.1 **Other Basic Services:**

5.1.1 The Land Surveyor shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to Land Surveyor's services.

5.2.1 The Land Surveyor shall provide any other professional services not otherwise in the agreement to which the Land Surveyor and the Owner mutually agree.

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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
2301 NW 26th Street
Fort Lauderdale, FL 33311
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
 2301 NW 26th Street Fort Lauderdale, FL 33311(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)
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The School Board of Broward County, Florida
 Florida Facilities and Construction Management Department
 2301 NW 26th Street Fort Lauderdale, FL 33311 (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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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 the latest version of AutoCAD, 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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PSA Attachment 4
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed

Project No.:	P.#####	Date:	_____ 2017
Location No.:	####	SBBC P.O. No.:	_____
Project Title:	Name of Project	Line No.:	_____
Facility Name:	NAME OS SCHOOL	Project Manager:	_____
Project Consultant:	NAME OF VENDOR A/E	Dir. Capital Planning & Programming	_____

Under the provisions of your contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

- | | | |
|---|---|---|
| <input type="checkbox"/> Schematic Design | <input type="checkbox"/> Design Development | <input type="checkbox"/> Construction Documents |
| <input type="checkbox"/> Bidding | <input type="checkbox"/> Construction Contract Administration | <input type="checkbox"/> Warranty |
| <input type="checkbox"/> Other Services: | Attached: _____ | |

This Authorization to Proceed is subject to the following attachments:

- Attachments:
- Professional Services Required
 - Project Schedule
 - Professional Fees
 - Previous ATP's

The scope of the required services is specified on the Professional Services Required with a Fixed Limit of Construction Cost (FLCC) for this project as indicated below:

Original FLCC	Current Cost Estimate	Revised FLCC by ATP
\$#####	\$#####	\$#####

The services under this Authorization To Proceed (ATP) will be provided under the Professional Services Agreement (PSA) dated _____ 2017 between The School Board of Broward County, and NAME OF VENDOR ARCHITECT are in accordance with the Proposal for Architectural / Engineering Services from NAME OF ARCHITECT dated _____ 2017 (Revised _____, 2017 and _____ 2017) – See Attachment 1.

The Basic Services that will be provided by the Project Consultant under this ATP are defined in Articles 2.1 through 2.8 of the PSA.

The Supplemental Services that will be provided by the Project Consultant under this ATP are defined in Article 2.9 of the PSA.

Upon completion of a phase listed on Page 3 of this ATP, the Project Consultant shall not proceed with the next phase until the completion of all documents, required presentations and reports required for the phase being completed, and receipt of a written authorization for the next phase from the Owner, or the Office of Facilities & Construction, or the Program Manager.



PSA Attachment 4
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed (Continued)

Project Schedule

Project No. & Location No.: P.#####
Project Title: GOB_ NAME OF PROJECT

Facility Name: NAME OF SCHOOL
 Project Consultant: NAME OF ARCHITECTURAL VENDOR

The required project schedule milestones for this project are presented below. (Mandatory)

ACTIVITY	Date Required Or Estimated Time Period	
	Start	Finish
Phase I - Scope Validation – 14 Calendar Day	Day 1	Day 14
Phase I - Schematic Design Submittal (30% CDs) – 30 Calendar Days	Day 15	Day 44
Phase I - Plan Review – 7 Calendar Days	Day 45	Day 51
Phase II - Design Development Submittal (60% CDs) – 30 Calendar Days	Day 52	Day 81
Phase II - Plan Review – 14 Calendar Days	Day 82	Day 95
Phase III - 90% CDs Submittal – 30 Calendar Days	Day 96	Day 125
Phase III - 90% CDs Review – 21 Calendar Days	Day 126	Day 146
Phase III - 100% CDs Submittal – 30 Calendar Days	Day 147	Day 176
Phase III - 100% CDs Review – 21 Calendar Days	Day 177	Day 197
Phase III - 100% CDs Bldg Dept Review – 21 Calendar Days	Day 198	Day 218
Plan Revision / Re-Submittal to Bldg Dept – 14 Calendar Days	Day 219	Day 232
Bldg Dept Follow-up Review – 14 Calendar Days	Day 233	Day 246
Plan Approval – 0 Calendar Days (See Note 2)	Day 246	Day 246
Procurement & Award – 90 Calendar Days	Day 247	Day 336
Construction Through Close-out (Contract Administration) – 365 Calendar Days	Day 337	Day 701
Begins With Approval of GMP (See PSA Article 2.6.1)		
Warranty – 365 Calendar Days	Day 702	Day 1066

Notes:

1. Day 1 = One (1) calendar day after fully executed Authorization To Proceed is issued to the Consultant or a mutually agreed upon start date with SBBC Owner's Representative. Excludes all federal observed holidays.
2. Completion of 100% Construction Documents is when Building Department issues Letter of Intent to Permit.
3. The milestones presented herein are in accordance with the schedule in the Proposal for Architectural / Engineering Services from NAME OF VENDOR ARCHITECT?ENGINEER dated _____ 2017 (Revised _____, 2017 and _____, 2017) and the milestones shall be incorporated into the Project Design Schedule prepared by the Project Consultant as required by Article 2.2.5.8 of the PSA.



PSA Attachment 4
The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Consultant's Authorization To Proceed (Continued)

Project No. & Location No.: P.#####
 #####

Professional Fees
 Project Title: GOB SCOPE NAME

Facility Name: NAME OF SCHOOL
 Project Consultant: NAME OF VENDOR A/E

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I – Schematic Design (30% CDs)	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
II - Design Development (60% CDs)	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
III – 90% CDs	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
III – 100% CDs	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
IV - Bid Phase (GMP)	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
V – Construction Administration	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
VI - Warranty	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Document Reproduction	\$#####.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Specific Purpose Survey & GPR	\$0.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance - Geotechnical	\$0.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Non-Destructive / Destructive Testing	\$20,000.00	\$#####	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance – Pre-Design Testing	\$0.00	\$0.00	100.0%	\$0.00	0.0%	\$0.00	0.0%
Supplemental Services	\$0.00	\$0.00	100.0%				
Total:	\$#####.00	\$#####.00	100.0%	\$0.00	0.0%	\$0.00	0.0%

Payment for these services shall be made in accordance with the provisions of the Professional Services Agreement.

Approved By Consultant				Certified By SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date:	_____
Recommended By SBBC				Approval by SBBC			
Name:				Name:			
Title: Project Manager / Program Director				Title:			
Signature:	_____ / _____	Date:	_____	Signature:	_____	Date:	_____

This document is part of the Professional Services Agreement between The School Board of Broward County, Florida (Owner) and the Project Consultant and is incorporated by reference into the terms and conditions of that agreement.

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Design and Professional Consulting Staff

Prime Firm: Keith & Schnars, P.A.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Mark J. Moshier, P.E.	Vice President of Production	Principal-In-Charge	5%	32016	mmoshier@ksfla.com
Robert K. Krisak, P.L.S.	Vice President of Surveying & Mapping	Project Manager	10%	LS4641	rkrisak@ksfla.com
Donad A. Spicer, P.S.M	Project Surveyor	Senior Surveyor & Mapper/ Quality Control Surveyor	20%	LS4677	dspicer@ksfla.com
Benjamin B. Hoyle, P.S.M	Project Surveyor	Project Surveyor	50%	LS6769	bhoyle@ksfla.com
Denis Halfrey	Field Crew Supervisor	Field & Safety Supervisor	20%	N/A	dhalfrey@ksfla.com

Subconsultant: F.R. Aleman & Associates, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Dennis Stanton	Subsurface Utility Engineering Director	Underground Utility & Survey Support	100%	N/A	dennis.stanton@fr-aleman.com
Frank Paruas, P.S.M.	Project Surveyor	Survey Support	20%	LS6625	frank.paruas@fr-aleman.com

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

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The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

Attachment 6

(754) 321-0505

Document 00455: Background Screening of Contractual Personnel

Project No: Various
Location No: Various
Project Title: SMART Program
Facility Name: Various

SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES, BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL

Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Contractor's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Bidder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder's failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Bidder pursuant to SBBC Indemnification requirements as revised and the laws of Florida.

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida
COUNTY OF Broward

Before me, the undersigned authority, personally appeared

Errol Kalayci

who, being by me first duly

sworn, made the following statement:

- Contractor Name: Keith and Schnars, P.A.
Address: 6500 North Andrews Avenue
Fort Lauderdale, FL 33309
- My relationship to the Contractor named in (1) above is: President and C.E.O.
(List relationship such as sole proprietor, partner, president, vice president, etc.)
- Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) 59-1406307

TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.

- The above-named Contractor presently complies fully with the requirements set forth in Section 1012.465, Florida Statutes to the extent that all contractual personnel to be employed under the terms of this bid HAVE met Level 2 Screening requirements set forth in Section 1012.32, Florida Statutes.

BY: *Errol Kalayci* DATE: May 15, 2018

NAME (Printed) Errol Kalayci TITLE: President and C.E.O.

Notarization

State of: Florida)

County of: Broward)

Sworn to and subscribed before me, the undersigned authority, by

Errol Kalayci

who is personally known to me or did produce:
an identification and who did take an oath.

Notary Public: *Suzanne Eitler*

Commission Expires on: 11/26/21



School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to <http://www.broward.k12.fl.us/police/secclear.html> and follow the instructions for Fieldprint registration and scheduling process.

Before processing your documentation you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-2374.

All vendors and contractors must provide the necessary information as soon as possible to Fieldprint. These documents can be found by selecting “Click Here for Forms and Other Necessary Information” hyperlink.

If you have any questions, please call Security Clearance Department at 754-321-2374.

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PSA Attachment 7

**See attached Department of Treasury Internal
Revenue Service Form W-9.**

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. Keith and Schnars, P.A.	
	2 Business name/disregarded entity name, if different from above	
	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"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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) ▶ _____	
	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.) 6500 North Andrews Avenue	
	6 City, state, and ZIP code Fort Lauderdale, FL 33309	
	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.

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.

Social security number									
or									
Employer identification number									
5	9	-	1	4	0	6	3	0	7

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ May 15, 2018
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons 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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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* above.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), 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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession
- 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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) 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 U.S. commonwealth or possession, 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 Regulations 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 Regulations 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

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 line 1 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 1984 and broker accounts considered active during 1983.** 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 1983 and broker accounts considered inactive during 1983.** 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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
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 public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	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 2.

*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, 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

**The format for the truth-in-negotiations certification is presented below.
The consultant must complete this attachment prior to contract processing:**



PROJECT NAME: Various

AMOUNT OF CONTRACT: TBD

CERTIFICATE OF TRUTH IN NEGOTIATION

This is to certify that to the best of my knowledge and belief, all wage rates and other factual unit costs supporting the compensation negotiated for the referenced contract are accurate, complete, and current at the time of contracting as defined in Florida Statutes CH287.055 (5) (a) and represented to The School Board of Broward County, Florida or their representative(s) in support of:

PROJECT NAME (S) Various Projects for SMART Program

Are accurate, complete and current as of

The 15th of May, 2018

FIRM: Keith and Schnars, P.A.

VICE PRESIDENT AND C.E.O.: Errol Kalayci

BY:

Reference: Florida Statutes 287.055

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

VENDOR NAME: Keith and Schnars, P.A.

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: Fifth Third Bank

Branch/ State: Florida

Routing No: 067091719

Account No: 7432942378 Checking Savings

VENDOR AREA:
Remittance Confirmation: kjackson@ksfla.com
(please select one)

Fax Email

Federal Identification No. 59-1406307
Vendor

TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number 954-776-8045 Dept. Reception

Centralized Email Accounting@ksfla.com Dept. Accounting

Centralized Phone No. 954-776-1616 Dept. Reception

Signature

Authorized Signature
(Primary) and Business title: *Errol Kalayci* Date: May 15, 2018
Errol Kalayci, President and C.E.O.

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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RFQ # and NAME RFQ # 17-113C: Continuing Contract for Surveying

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

Keith and Schnars, P.A.

 Company Name

Errol Kalayci, President

 Name of Official

6500 North Andrews Avenue

 Business Address

Fort Lauderdale, FL 33309

 City, State, Zip Code

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August 3, 2017

The School Board of Broward County
Procurement & Warehousing Services Department
Ms. Shari S. Francis
Purchasing Agent III
7720 West Oakland Park Blvd., Suite 323
Sunrise, FL 33351-6704

**Re: Request for Qualifications (RFQ) – #17-113C
Design Professional Services - Continuing Contract for Surveying**

Dear Ms. Francis:

On behalf of **Keith and Schnars, P.A. (K&S)**, we would like to thank you for this opportunity with **The School Board of Broward County (SBBC)** for the above referenced RFQ. Our revised Staff Rate Breakdown for Design Professional Services is attached with the agreed upon rates and multiplier.

We are committed to providing 25% participation to our subconsultant, F.R. Aleman. They are an SBBC Certified Minority/Women Business Enterprise (M/WBE) as of 11/07/16 and until 11/07/2019 (Certification Number 7007-7223 16 is attached for your reference).

We look forward to a successful working relationship with the SBBC. Thank you again for this opportunity.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. K. Krisak', written over a light blue horizontal line.

Robert K. Krisak, P.L.S.
Vice President

Attachments:

- Survey Rate Breakdown Sheet
- SBBC Letter & M/WBE Certificate

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RFQ Number/Name	17-113C - Continuing Contracts - Design Professional Services Surveying
Proposer's Company Name	Keith and Schnars, P.A.
Dated Submitted	Thursday, August 03, 2017

Staff Rate Breakdown For Design Professional Services

Staff Classification	Raw Hourly Rate (\$)	Multiplier	Total
Keith and Schnars, P.A.			
Principal In Charge	\$75.87	2.90	\$220.02
Senior Project Manager	\$55.29	2.90	\$160.34
Senior Surveyor & Mapper (PSM)	\$55.29	2.90	\$160.34
Surveyor I	\$36.06	2.90	\$104.57
Survey Technician/CADD	\$27.64	2.90	\$80.16
Field Crew Supervisor	\$34.86	2.90	\$101.09
Survey Crew - 2 Person	\$39.42	2.90	\$114.32
Survey Crew - 3 Person	\$54.42	2.90	\$157.82
Survey Crew - 4 Person /Specialty Laser Scanning Crew	\$69.42	2.90	\$201.32
Senior CADD Technician	\$29.09	2.90	\$84.36
Administrative Support	\$22.00	2.90	\$63.80
Subconsultant Firm: "S.U.E. Services & Survey Support"			
(F.R. Aleman & Associates, Inc.)			
Chief Utility Coordinator	\$56.50	2.90	\$163.85
Senior Project Manager	\$53.00	2.90	\$153.70
Professional Surveyor & Mapper (Director)	\$51.50	2.90	\$149.35
Senior Surveyor & Mapper (PSM), QAQC	\$53.00	2.90	\$153.70
Senior Survey Technician	\$35.50	2.90	\$102.95
CADD	\$27.00	2.90	\$78.30
Survey Technician/CADD	\$32.62	2.90	\$94.60
Field Crew Supervisor	\$31.00	2.90	\$89.90
Survey Field Crew - Three (3) Person	\$59.75	2.90	\$173.28
Survey Field Crew - Four (4) Person	\$73.75	2.90	\$213.88
Locating & Designating Field Crew - Two (2) Person	\$51.00	2.90	\$147.90
Locating & Designating FieldCrew - Three (3) Person	\$66.00	2.90	\$191.40
GPR Field Crew - Two (2) Person	\$76.87	2.90	\$222.92
GPR Field Crew - Three (3) Person	\$93.33	2.90	\$270.66
Test Hole Field Crew - Two (2) Person	\$95.92	2.90	\$278.17
Test Hole Field Crew - Three (3) Person	\$112.72	2.90	\$326.89
Administrative Support	\$22.00	2.90	\$63.80
Supplemental Services Multiplier	2.90		

Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Rate adjustments will be approved by the Office of Facilities & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).

Note 2: Reimbursable expenses should be direct costs with no mark-up.

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, FL 33351
 754-321-0550

SCHOOL BOARD

Chair DR. ROSALIND OSGOOD
Vice Chair ABBY M. FREEDMAN
 ROBIN BARTLEMAN
 HEATHER F. BRINKWORTH
 PATRICIA GOOD
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 ANN MURRAY
 NORA RUPERT

ROBERT W. RUNCIE
 Superintendent of Schools

November 6, 2016

F. R. Aleman & Associates, Inc.
 Ms. Yvette A. Aleman
 10305 NW 41 Street Suite 200
 Doral, FL 33178

Dear Ms. Aleman :

CONGRATULATIONS!

Your application for certification as a Minority/Women Business Enterprise (M/WBE) is approved. The enclosed certificate becomes valid when bids are advertised within your area of specialty. The Purchasing & Warehousing Services Department has entered into an agreement with DemandStar.com, a government bid service provider. Although it is not necessary to be registered with them to do business with The School Board of Broward County, Florida (SBBC), being a member of the DemandStar.com network provides many benefits. For more information on DemandStar.com, you may contact them at (800) 711-1712 or at www.demandstar.com. If your firm is qualified in the construction arena please visit <http://www.broward.k12.fl.us/supply/sdop/construction-contracts.html> for further assistance.

We encourage you to become an active bidder in the contracting and subcontracting opportunities with the SBBC. The following data reflects the manner in which your company is listed in the School Board's database.

Certificate Number: 7007-7223 16
Certification Status: Nov 7, 2016 until Nov 7, 2019
Minority Status: Hispanic-American (M/WBE)
Trade or Service: Project Development and Environmental Studies; Major and Minor Highway Design - Roadway; Traffic Engineering and Operations Studies; Intelligent Transportation Systems Analysis Design and Implementation; Traffic Operations Design; Surveying and Mapping; Subsurface Utility Engineering

Your certification is valid for a three (3) year period, and it is subject to review in order to verify continued eligibility. Should any change occur which may adversely affect the minority status of your company, please notify the Supplier Diversity & Outreach Program Office within fifteen (15) calendar days. Failure to do so may result in de-certification of your minority/women certification status.

Should you have any questions regarding your certification status with the SBBC, please feel free to contact me at (754) 321-0540.

Sincerely,

Colleen M. Robbs, Supplier Diversity & Outreach Coordinator
 Procurement & Warehousing Services

Enclosure

"Educating Today's Students To Succeed In Tomorrow's World"
 Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM

A DIVISION OF
PROCUREMENT & WAREHOUSING SERVICES

This Certifies

F. R. Aleman & Associates, Inc.

has met the requirements for certification established by the Supplier Diversity & Outreach Program of the School Board of Broward County as a

Hispanic-American

(M/WBE)

11/7/2016
Effective Date

11/7/2019
Expiration Date



7007-7223 16
Certification Number

Colleen M. Robbs
Colleen M. Robbs, Supplier Diversity & Outreach
Coordinator

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