

AGREEMENT FOR OPEN END SERVICES
BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
CONSULTANT
FOR
CIVIL ENGINEERING 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: **ROSS ENGINEERING 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 Civil Engineering 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 Civil Engineering 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 Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited

to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this 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.

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 33301
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: ROSS ENGINEERING INC.
3325 S. University Drive 111 Davie, FL 33328
Attn: Melissa Ross, 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. 17-114C – Civil Engineering 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





Melissa Ross , President

ROSS ENGINEERING INC.
Legal Name of Corporation



Witness or Secretary, (Robert Ross)

Witness, ()

(9808)
Project Consultant's Registration Number

ACKNOWLEDGEMENT

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME this 30 day of April, 2018, appeared Melissa Ross, and,

_____ personally known to me to be the persons described in

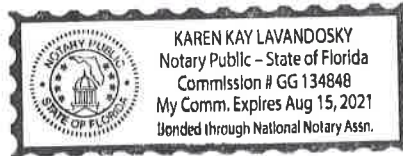
and who executed the foregoing contract and acknowledge that he executed the same as his free act and deed

for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last official this 30 day of
April, 2018.

Notary Public State of Florida

My Commission Expires:



Karen Kay Lavandosky

Notary's Commission No.



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.

1.1.2 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

- Site feasibility analysis for land and public works development
- Site evaluations for permits and regulatory approvals
- Engineering programming and development of cost analysis.
- Site master planning and program assessment.
- Roadway and infrastructure development
- Park and athletic facility design and construction
- Construction scheduling for phase replacement projects.
- Water, sewer and fire protection utilities planning and engineering development
- Municipal utility design and pump station engineering
- Surface water management design and analysis
- Surface water management inspection, certification, and permitting
- Environmental permitting and mitigation design with local, county, and state agencies.
- Construction observation and contract administration
- Survey and computer mapping
- Platting and development coordination
- Traffic analysis and planning.
- Traffic count, volume, density, and route assessment
- Traffic striping and pavement marking design
- Site analysis for ADA accessibility and parking modification.
- Geotechnical analysis and soil investigations
- Environmental testing and site assessment
- Environmental sampling
- Storage tank design, contamination assessment, and remediation.
- Regulatory compliance audit and coordination management.
- Compliance program development and implementation
- Expert opinion review and report generation.

- 2.1.1 The Project Consultant agrees to: (A) Provide complete professional Engineering, and/or other professional services and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the respective ATP's for specific projects and related schedules. Owner schedules shall not be extended by consultant without prior notice and written approval of the Owner. Provide other additional basic services as provided for within respective ATP's issued under the Agreement for Continuing Contract with Civil Engineer.
- 2.1.2 The Project Consultant's services shall conform to Owner's requirements, including but not limited to, Owner's Design and Materials Standards, Design Criteria, Educational Specifications, and comply with the latest codes, statutes and requirements having jurisdiction over the project.
- 2.1.3 The Project Consultant shall keep Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as drawings and specifications are developed. Proposed changes must be reviewed in writing by Owner prior to incorporation into the design or construction documents.
- 2.1.4 The Project Consultant shall cooperate with Owner by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Project Consultant shall implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.

3.1 **Basic Services – Consultant Responsibilities**

- 3.1.1 The Project Consultant shall confer with representatives of the Owner to verify and confirm the Program (as appropriate to the type of project and scope).
- 3.1.2 The Project Consultant shall prior to commencing design activities, visit and inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by the Owner:
 - (A) Take photographs and make written documentation, sketches, notes or reports to confirm and record the condition of the existing site and building elements and systems.
 - (B) Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Owner.
- 3.1.3 In the event that the Project Consultant believes that the project scope, schedule or budget is not achievable, the Project Consultant shall immediately upon discovery notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable.
- 3.1.4 The consultant shall review with Owner alternative approaches to design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, if requested, shall make a

recommendation among such alternatives.

- 3.1.5 The Project Consultant shall prepare a schedule of services for approval by Owner. Such schedule shall show activities including but not limited to Project Consultant efforts and Owner reviews and approvals required to complete services. As a condition of payment, Project Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete).
- 3.1.6 The Statement of Probable Construction Cost: The Consultant shall submit to Owner for review and approval an estimate of probable construction cost for the project.
- 3.1.7 Design and construction document submittals shall be issued in accordance with the SBBC Design Services Document Submittal Checklist found at: http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp
- 3.1.8 The Project Consultant shall coordinate with the Owner to determine the municipal, county and other jurisdictional agencies required for the Project and, through the Owner, make applications for site plan and other reviews as appropriate. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/ Council meetings concerning the projects as conducted by any and all other agencies having jurisdiction and file the required documents for approval. (including Broward County and municipalities and their departments, the South Florida Water Management District, and other state, local, or federal agencies and obtain certifications of “permit approval” by reviewing authorities prior to the commencement of and early enough to ensure that the eventual contractor is not delayed by outside permit processing. The Project Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.
- 3.1.9 Consultant shall provide a letter indicating, after coordination with the Facilities and Construction Management Department’s Environmental Section, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials which might require mitigation by the Owner prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design documents and coordinate with schedules, Statement of Probable Construction Cost and other documentation.
- 3.1.10 Provide, as applicable, colorboards to review the project’s color selections for all finish materials with the Owner.
- 3.1.11 Provide as applicable to type of project, updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit three (3) copies signed and sealed by a State of Florida registered design professional.
- 3.1.12 Provide specifications applicable and as required by the phase submitted and in conformance to Design Criteria, Design and Material Standards, and all applicable codes of jurisdiction. Specification sections shall be organized to follow the latest Construction Specification Institute’s (CSI) Master Format.
- 3.1.13 The Project Consultant shall make all changes to the documents as required by the Owner’s review of the documents and resolve all questions of constructability, code compliance, compliance with Owner standards, or other issues raised by the Owner

during its review of the documents.

4.1 **Construction Documents Phase III 100% - Permit Review:**

4.1.1 Upon completion of the 100% Construction Documents, the Project Consultant shall submit to the Owner five (5) copies of Signed and Sealed Drawings, Specifications, reports, programs, final Statement of Probable Construction Cost and other such documents as reasonably required by Owner. The 100% construction documents shall conform to SREF and FLORIDA BUILDING CODE requirements, and all mandatory requirements cited by designated plan reviewer from previous reviews.

4.1.2 All documents for this phase shall be provided in both hard copy and in electronic media. Electronic submittals shall be per SBBC "Electronic Media Submittal Requirements" The Owner will approve Phase III documents for submission to the SBBC Building Department for permit review and approval.

4.1.3 General Requirements:

- (A) Record Set: The permitted set of documents is the official record set and shall be the bid documents.
- (B) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Project Consultant and respective Sub- Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Engineer of Record that to the best of my knowledge these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
- (C) When requested by the Owner, signed and sealed engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
- (D) Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
- (E) Provide if applicable to a project, a threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S. shall be submitted to the Owner for review and approval with Phase III 100% permit documents.

4.1.4 The Owner's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Consultant of any responsibility for their accuracy, adequacy and completeness.

5.1 **Responsibilities During Bidding and Award of Contract**

5.1.1 The Owner will have the drawings and specifications printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through the Project Consultant.

5.1.2 The Project Consultant when required shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Owner.

- 5.1.3 The Project Consultant shall attend a pre-bid conference as requested by the Owner.
- 5.1.4 The Project Consultant shall prepare addenda, if required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.
- 5.1.5 The Project Consultant shall be present at the bid opening, as required by Owner.
- 5.1.6 The Project Consultant shall participate with Owner in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.”
- 5.1.7 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or (D) suspend or abandon the Project.
- 5.1.8 The Project Consultant shall if required, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost.

6.1 **Construction Administration (if Applicable):**

- 6.1.1 The Construction Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner. During this period, as requested the Project Consultant shall provide administration of the Construction Contract as set forth in the construction contract documents.
- 6.1.2 The Project Consultant and the Project Consultant's respective Sub- Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and report any defects or deficiencies in the work. A minimum of at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.
- 6.1.3 Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 6.1.4 The Project Consultant shall at all times have access to the Work where ever it is in preparation or progress. The Project Consultant and the Sub- Consultants shall review and advise the Owner as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, the Owner may at its discretion require the Project Consultant and all Sub-Consultants to regularly submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.

- 6.1.5 The Project Consultant shall assist Owner in verifying and determining the percentage of completion work represented by Contractor's Applications for Payment and shall certify Certificates for Payment.
- 6.1.6 The Project Consultant shall have authority to recommend rejection of Work, which does not conform to the Contract Documents. The Project Consultant shall not have authority to stop the Work without approval of the Owner.
- 6.1.7 The Project Consultant shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within thirty (30) days of receipt by Project Consultant unless Owner and Project Consultant otherwise mutually agree. Project Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Project Consultant shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule.
- 6.1.8 The Project Consultant shall coordinate with the Owner concerning the Owner's required review of Change Orders for Code Compliance. All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of the Owner.
- 6.1.9 The Project Consultant shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Project Consultant has revised to conditions based on information furnished by the Contractor as Project Record Documents. These prints and electronic media copies shall become the property of the Owner. Submittal of these documents to the Owner is a condition of final payment to the Project Consultant.

7.1 Warranty Administration

- 7.1.1 For one year following substantial completion of the construction project, the Project Consultant shall assist the Owner, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to Owner and Contractor.

8.1 Supplemental Services

- 8.1.1 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Attachment, and if authorized in advance by having received a fully approved and executed ATP and Purchase order, will be compensated for as provided under Articles 5.2 and 6.1:
 - (A) Providing special analyses of the Owner's needs, and special detailed programming requirements for a project.
 - (B) Providing financial feasibility, or other special studies.
 - (C) Providing planning surveys, site evaluations, or comparative studies of prospective sites.
 - (D) Providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.
 - (E) Providing services to make measured drawings of the existing site or facilities.

- (F) Providing the services of a cost estimating firm beyond the services required during Phases I-III to verify cost of the work as designed. The choice of the firm, qualifications of the firm and the terms of employment of the firm shall be approved in writing in advance by the Owner.
- (G) Providing interior design services required for or in connection with the selection of furniture or furnishings, except equipment included in the Construction Contract and identified in the educational specifications.
- (H) Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- (I) Providing the services of one or more full-time Construction Inspector during construction; including the services of a Special Threshold Inspector.
- (J) Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner' personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provide by the Contractor, subcontractor, or equipment manufacturer.
- (K) Providing consultation concerning replacement of any Work damaged o built inconsistent with the Contract Drawings, providing the cause is found by the Owner to be other than by fault of the Project Consultant.
- (L) Providing consultation concerning replacement of any Work, damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- (M) Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Owner, when so directed in writing by Owner, provided, however, that no compensation for Supplemental Services shall be paid for revisions which may be required when due to errors or omissions by the Consultant or when due to the fact that the lowest Bona Fide construction bid exceeds the "fixed limit of construction cost".
- (N) Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any subcontractor not attributable in any way to an Error and/or Omission of the Project Consultant.
- (O) Preparing change orders and related documents provided the changes are significant changes (whether increases or decreases) in the scope of the project and are requested by the Owner and not for any changes due to any other reason such as error or omission of the Project Consultant.
- (P) Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- (Q) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- (R) Providing services after certification to the Owner of that Final Certificate for payment, and said payments has been made to the Contractor except those services that are a result of errors, omissions, or conflicts in documents prepared

by the Project Consultant or are warranty related services.

- (S) Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to Owner from Project Consultant in the event the claims are not extensive or in the event the claims are determined by the Owner to be based upon the failure of the Project Consultant or Sub-Consultant to properly perform its services or to comply with the provisions of this Agreement.

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:

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Melissa Ross, MSCE	President	Project Manager	65%		mross@rossengineers.com
Robert Ross, P.E.	Vice President	Principal In Charge	35%	59485	rross@rossengineers.com
Daniel Sanders	Senior Staff	Senior Staff Personnel	25%		dsanders@rossengineers.com
Javier Valdes	Project Engineer	Project Engineer	30%		jvaldes@rossengineers.com
Ronald Escobar	CADD Technician	CADD Technician	50%		ronald.escobar@rossengineers.com
Phillip Mills	Construction Insp	Construction Insp	30%		pmills@rossengineers.com

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:
Location No:
Project Title:
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

_____ who, being by me first duly
sworn, made the following statement:

- 1. Contractor Name: Ross Engienering, Inc.
Address: 3325 S University Drive, Suite 111, Davie, FL 33328
- 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) 45-0500482

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: 04/30/2018

NAME (Printed) Melissa Ross TITLE: President

Notarization State of: Florida)
County of: Broward)

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

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

Notary Public: Karen Kay Lavandosky Affix Seal

Commission Expires on: _____


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. <div style="text-align: center; font-weight: bold;">Ross Engineering, Inc.</div>		
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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) <div style="text-align: center; font-weight: bold;">3325 S. University Drive, Suite 111</div>	Requester's name and address (optional) <div style="text-align: center; font-weight: bold;">The School Board of Broward County</div>	
6 City, state, and ZIP code <div style="text-align: center; font-weight: bold;">Davie, FL 33328</div>		
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	
4 5 - 0 5 0 0 4 8 2	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>4/30/18</u>
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General Instructions

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

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

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

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: RFQ#17-114C Continuing Contracts - Professional Services for Civil Engineering

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)

Are accurate, complete and current as of

(Day), (Month) (Year)

FIRM: Ross Engineering, Inc.

PRESIDENT: Melissa Ross, MSCE

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: Ross Engineering, 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: Wells Fargo

Branch/ State: Davie, Florida

Routing No: 063107513

Account No: _____
 Checking Savings

VENDOR AREA:
 Remittance Confirmation: (please select one) mross@rossengineers.com
 Fax Email

Federal Identification No. Vendor 45-0500482
 TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number 954-358-0190 Dept. _____
 Centralized Email mross@rossengineers.com Dept. _____
 Centralized Phone No. 954-318-0624 Dept. _____

Signature

Authorized Signature (Primary) and Business title:  President Date: 04/30/2018

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 17-114C Continuing Contracts Professional Services Agreement

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

Ross Engineering, Inc.

 Company Name

Melissa Ross, MSCE

 Name of Official

3325 S. University Drive, Suite 111

 Business Address

_____ Davie, FL 33328 _____
 City, State, Zip Code

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July 29, 2017

Shari Francis
Purchasing Agent III
Procurement & Warehousing Services
7720 W. Oakland Park Blvd
Sunrise, FL 33351

Re: RFQ#17-114C Continuing Contracts - Professional Services for Civil Engineering

Ms. Francis,

Ross Engineering, Inc. is pleased to provide the following proposal for professional services for Civil Engineering. Ross is an SBBC certified White Female WBE and as such is eligible for 100% Minority/Women Business Enterprise (M/WBE participation).

Please refer to the attached staff breakdown for Professional Consulting Services.

Sincerely,

07/29/2017

Melissa Ross, MSCE
President
Ross Engineering, Inc.

Attachments: Civil Engineering Rate Worksheet
M/WBE certificate for Ross Engineering, Inc.

Broward Office

3325 S. University Drive, Suite 111
Davie, FL 33328
Office: (954) 318-0624
Fax: (954) 358-0190

Miami-Dade Office

17670 NW 78th Avenue, Suite 214
Miami, FL 33015
Office: (786) 468-8304
Fax: (305) 392-1019

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RFQ Number/Name	17-114C - Continuing Contracts for Civil Engineering
Proposer's Company Name	Ross Engineering, Inc.
Dated Submitted	Saturday, July 29, 2017

Staff Rate Breakdown For Professional Services

Staff Classification	Raw Hourly Rate (\$)	Multiplier	Total
<u>Ross Engineering, Inc.</u>			
Principal In Charge	\$65.00	2.85	\$185.25
Senior Project Manager	\$65.00	2.85	\$185.25
Senior Engineer	\$45.00	2.85	\$128.25
Senior Staff Personnel Level I	\$40.00	2.85	\$114.00
Staff Personnel Level II	\$30.00	2.85	\$85.50
Engineering Technicians/CADD Technicians	\$25.00	2.85	\$71.25
Construction Inspector	\$45.00	2.85	\$128.25
Administrative Support	\$20.00	2.85	\$57.00
Supplemental Services Multiplier	2.85		

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 /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

Ross Engineering, Inc.

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

White Female

(WBE)

2/3/2015
Effective Date

2/2/2018
Expiration Date



7007-5884 05
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
CIVIL ENGINEERING 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:

**WOOD ENVIRONMENT & INFRASTRUCTURE
SOLUTIONS, INC. (F.K.A. AMEC FOSTER WHEELER
ENVIRONMENT & INFRASTRUCTURE, 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
ARTICLE 2	CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3	SUB-CONSULTANTS
ARTICLE 4	THE OWNER'S RESPONSIBILITIES
ARTICLE 5	BASIS OF COMPENSATION
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ARTICLE 7	INDEMNIFICATION CLAUSE
ARTICLE 8	INSURANCE
ARTICLE 9	GENERAL PROVISIONS
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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 Civil Engineering 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 Civil Engineering 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 Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited

to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this 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.

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 33301
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

To Consultant: Program Director/Vice President
WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC. (F.K.A.
AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.)
5845 N.W 158th Street, Miami Lakes, FL 33014
Attn: Ann E Massey, 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. 17-114C – Civil Engineering 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



Lytle C. Troutt, Jr.
President

WOOD ENVIRONMENT & INFRASTRUCTURE
SOLUTIONS, INC. (F.K.A. AMEC FOSTER WHEELER
ENVIRONMENT & INFRASTRUCTURE, INC.)

Legal Name of Corporation

Witness or Secretary, (JoVonne Mathiesen)

Witness, (Cynthia Lister)

(F00000004389)

Project Consultant's Registration Number

ACKNOWLEDGEMENT

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME this 10th day of May, 2018, appeared —, and

Lytle C. Troutt, Jr. 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 10 day of
May, 2018

Notary Public State of ~~Florida~~ Tennessee

My Commission Expires: October 7, 2019

Mary Alice Miner
Notary's Commission No.





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.

1.1.2 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

- Site feasibility analysis for land and public works development
- Site evaluations for permits and regulatory approvals
- Engineering programming and development of cost analysis.
- Site master planning and program assessment.
- Roadway and infrastructure development
- Park and athletic facility design and construction
- Construction scheduling for phase replacement projects.
- Water, sewer and fire protection utilities planning and engineering development
- Municipal utility design and pump station engineering
- Surface water management design and analysis
- Surface water management inspection, certification, and permitting
- Environmental permitting and mitigation design with local, county, and state agencies.
- Construction observation and contract administration
- Survey and computer mapping
- Platting and development coordination
- Traffic analysis and planning.
- Traffic count, volume, density, and route assessment
- Traffic striping and pavement marking design
- Site analysis for ADA accessibility and parking modification.
- Geotechnical analysis and soil investigations
- Environmental testing and site assessment
- Environmental sampling
- Storage tank design, contamination assessment, and remediation.
- Regulatory compliance audit and coordination management.
- Compliance program development and implementation
- Expert opinion review and report generation.

- 2.1.1 The Project Consultant agrees to: (A) Provide complete professional Engineering, and/or other professional services and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the respective ATP's for specific projects and related schedules. Owner schedules shall not be extended by consultant without prior notice and written approval of the Owner. Provide other additional basic services as provided for within respective ATP's issued under the Agreement for Continuing Contract with Civil Engineer.
- 2.1.2 The Project Consultant's services shall conform to Owner's requirements, including but not limited to, Owner's Design and Materials Standards, Design Criteria, Educational Specifications, and comply with the latest codes, statutes and requirements having jurisdiction over the project.
- 2.1.3 The Project Consultant shall keep Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as drawings and specifications are developed. Proposed changes must be reviewed in writing by Owner prior to incorporation into the design or construction documents.
- 2.1.4 The Project Consultant shall cooperate with Owner by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Project Consultant shall implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.

3.1 **Basic Services – Consultant Responsibilities**

- 3.1.1 The Project Consultant shall confer with representatives of the Owner to verify and confirm the Program (as appropriate to the type of project and scope).
- 3.1.2 The Project Consultant shall prior to commencing design activities, visit and inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by the Owner:
 - (A) Take photographs and make written documentation, sketches, notes or reports to confirm and record the condition of the existing site and building elements and systems.
 - (B) Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Owner.
- 3.1.3 In the event that the Project Consultant believes that the project scope, schedule or budget is not achievable, the Project Consultant shall immediately upon discovery notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable.
- 3.1.4 The consultant shall review with Owner alternative approaches to design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, if requested, shall make a

recommendation among such alternatives.

- 3.1.5 The Project Consultant shall prepare a schedule of services for approval by Owner. Such schedule shall show activities including but not limited to Project Consultant efforts and Owner reviews and approvals required to complete services. As a condition of payment, Project Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete).
- 3.1.6 The Statement of Probable Construction Cost: The Consultant shall submit to Owner for review and approval an estimate of probable construction cost for the project.
- 3.1.7 Design and construction document submittals shall be issued in accordance with the SBBC Design Services Document Submittal Checklist found at: http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp
- 3.1.8 The Project Consultant shall coordinate with the Owner to determine the municipal, county and other jurisdictional agencies required for the Project and, through the Owner, make applications for site plan and other reviews as appropriate. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/ Council meetings concerning the projects as conducted by any and all other agencies having jurisdiction and file the required documents for approval. (including Broward County and municipalities and their departments, the South Florida Water Management District, and other state, local, or federal agencies and obtain certifications of “permit approval” by reviewing authorities prior to the commencement of and early enough to ensure that the eventual contractor is not delayed by outside permit processing. The Project Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.
- 3.1.9 Consultant shall provide a letter indicating, after coordination with the Facilities and Construction Management Department’s Environmental Section, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials which might require mitigation by the Owner prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design documents and coordinate with schedules, Statement of Probable Construction Cost and other documentation.
- 3.1.10 Provide, as applicable, colorboards to review the project’s color selections for all finish materials with the Owner.
- 3.1.11 Provide as applicable to type of project, updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit three (3) copies signed and sealed by a State of Florida registered design professional.
- 3.1.12 Provide specifications applicable and as required by the phase submitted and in conformance to Design Criteria, Design and Material Standards, and all applicable codes of jurisdiction. Specification sections shall be organized to follow the latest Construction Specification Institute’s (CSI) Master Format.
- 3.1.13 The Project Consultant shall make all changes to the documents as required by the Owner’s review of the documents and resolve all questions of constructability, code compliance, compliance with Owner standards, or other issues raised by the Owner

during its review of the documents.

4.1 **Construction Documents Phase III 100% - Permit Review:**

4.1.1 Upon completion of the 100% Construction Documents, the Project Consultant shall submit to the Owner five (5) copies of Signed and Sealed Drawings, Specifications, reports, programs, final Statement of Probable Construction Cost and other such documents as reasonably required by Owner. The 100% construction documents shall conform to SREF and FLORIDA BUILDING CODE requirements, and all mandatory requirements cited by designated plan reviewer from previous reviews.

4.1.2 All documents for this phase shall be provided in both hard copy and in electronic media. Electronic submittals shall be per SBBC "Electronic Media Submittal Requirements" The Owner will approve Phase III documents for submission to the SBBC Building Department for permit review and approval.

4.1.3 General Requirements:

- (A) Record Set: The permitted set of documents is the official record set and shall be the bid documents.
- (B) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Project Consultant and respective Sub- Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Engineer of Record that to the best of my knowledge these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
- (C) When requested by the Owner, signed and sealed engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
- (D) Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
- (E) Provide if applicable to a project, a threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S. shall be submitted to the Owner for review and approval with Phase III 100% permit documents.

4.1.4 The Owner's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Consultant of any responsibility for their accuracy, adequacy and completeness.

5.1 **Responsibilities During Bidding and Award of Contract**

5.1.1 The Owner will have the drawings and specifications printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through the Project Consultant.

5.1.2 The Project Consultant when required shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Owner.

- 5.1.3 The Project Consultant shall attend a pre-bid conference as requested by the Owner.
- 5.1.4 The Project Consultant shall prepare addenda, if required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.
- 5.1.5 The Project Consultant shall be present at the bid opening, as required by Owner.
- 5.1.6 The Project Consultant shall participate with Owner in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.”
- 5.1.7 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or (D) suspend or abandon the Project.
- 5.1.8 The Project Consultant shall if required, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost.

6.1 **Construction Administration (if Applicable):**

- 6.1.1 The Construction Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner. During this period, as requested the Project Consultant shall provide administration of the Construction Contract as set forth in the construction contract documents.
- 6.1.2 The Project Consultant and the Project Consultant's respective Sub- Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and report any defects or deficiencies in the work. A minimum of at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.
- 6.1.3 Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 6.1.4 The Project Consultant shall at all times have access to the Work where ever it is in preparation or progress. The Project Consultant and the Sub- Consultants shall review and advise the Owner as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, the Owner may at its discretion require the Project Consultant and all Sub-Consultants to regularly submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.

- 6.1.5 The Project Consultant shall assist Owner in verifying and determining the percentage of completion work represented by Contractor's Applications for Payment and shall certify Certificates for Payment.
- 6.1.6 The Project Consultant shall have authority to recommend rejection of Work, which does not conform to the Contract Documents. The Project Consultant shall not have authority to stop the Work without approval of the Owner.
- 6.1.7 The Project Consultant shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within thirty (30) days of receipt by Project Consultant unless Owner and Project Consultant otherwise mutually agree. Project Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Project Consultant shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule.
- 6.1.8 The Project Consultant shall coordinate with the Owner concerning the Owner's required review of Change Orders for Code Compliance. All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of the Owner.
- 6.1.9 The Project Consultant shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Project Consultant has revised to conditions based on information furnished by the Contractor as Project Record Documents. These prints and electronic media copies shall become the property of the Owner. Submittal of these documents to the Owner is a condition of final payment to the Project Consultant.

7.1 Warranty Administration

- 7.1.1 For one year following substantial completion of the construction project, the Project Consultant shall assist the Owner, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to Owner and Contractor.

8.1 Supplemental Services

- 8.1.1 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Attachment, and if authorized in advance by having received a fully approved and executed ATP and Purchase order, will be compensated for as provided under Articles 5.2 and 6.1:
 - (A) Providing special analyses of the Owner's needs, and special detailed programming requirements for a project.
 - (B) Providing financial feasibility, or other special studies.
 - (C) Providing planning surveys, site evaluations, or comparative studies of prospective sites.
 - (D) Providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.
 - (E) Providing services to make measured drawings of the existing site or facilities.

- (F) Providing the services of a cost estimating firm beyond the services required during Phases I-III to verify cost of the work as designed. The choice of the firm, qualifications of the firm and the terms of employment of the firm shall be approved in writing in advance by the Owner.
- (G) Providing interior design services required for or in connection with the selection of furniture or furnishings, except equipment included in the Construction Contract and identified in the educational specifications.
- (H) Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- (I) Providing the services of one or more full-time Construction Inspector during construction; including the services of a Special Threshold Inspector.
- (J) Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner' personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provide by the Contractor, subcontractor, or equipment manufacturer.
- (K) Providing consultation concerning replacement of any Work damaged o built inconsistent with the Contract Drawings, providing the cause is found by the Owner to be other than by fault of the Project Consultant.
- (L) Providing consultation concerning replacement of any Work, damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- (M) Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Owner, when so directed in writing by Owner, provided, however, that no compensation for Supplemental Services shall be paid for revisions which may be required when due to errors or omissions by the Consultant or when due to the fact that the lowest Bona Fide construction bid exceeds the "fixed limit of construction cost".
- (N) Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any subcontractor not attributable in any way to an Error and/or Omission of the Project Consultant.
- (O) Preparing change orders and related documents provided the changes are significant changes (whether increases or decreases) in the scope of the project and are requested by the Owner and not for any changes due to any other reason such as error or omission of the Project Consultant.
- (P) Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- (Q) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- (R) Providing services after certification to the Owner of that Final Certificate for payment, and said payments has been made to the Contractor except those services that are a result of errors, omissions, or conflicts in documents prepared

by the Project Consultant or are warranty related services.

- (S) Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to Owner from Project Consultant in the event the claims are not extensive or in the event the claims are determined by the Owner to be based upon the failure of the Project Consultant or Sub-Consultant to properly perform its services or to comply with the provisions of this Agreement.

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
Santiago Jimenez	Project Architect	Project Manager/ Senior Architect	75%	Architect & LEED Prof Accrediation	santiago.jimenez@woodplc.com
Ricardo Fraxedas	Office Manager	Principal-in-Charge	55%	Engineer	ricardo.fraxedas@woodplc.com
Phillip C. Robarge	Project Manager	QA/QC	60%	Registered Roof Consultant	phil.robarge@woodplc.com
Cesar A. Rullier	Project Manager BIM/VDC Manager	Architecture/Building Information Modeling	80%	N/A	cesar.rullier@woodplc.com
F. David Shiver	Senior Associate Engineer	Structural Engineering	75%	Engineer	david.shiver@woodplc.com
Mark A. Leon	Associate Engineer	Structural Engineering	65%	Engineer	mark.leon@woodplc.com

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Nestor Fernandez	Senior Construction Manager	Construction Management Support Services	75%	N/A	nestor.fernandez@woodplc.com
Ramon Y. Molina	Senior Project Manager	Construction Management Support Services	70%	N/A	ramon.molina@woodplc.com
Luis A. Ponce	Construction Manager Senior Engineer	Roof Testing Services	80%	Engineer & Certified General Contractor	luis.ponce@woodplc.com

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Michael S. Nellis	Mechanical Engineer	Mechanical, Electrical & Plumbing Design	75%	Engineer	michael.nellis@woodplc.com
Jason Alphonso	Senior Engineer	Mechanical, Electrical & Plumbing Design	70%	Engineer & LEED Prof Accrediation	jason.alphonso@woodplc.com
Binh T. Nguyen	Senior Engineer	Mechanical, Electrical & Plumbing Design	75%	Engineer & Certified Energy Manager	binh.nguyen@woodplc.com
John M. Stump	Senior Geologist	Asbestos Services	85%	Geology & Asbestos Consultant	john.stump@woodplc.com

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Manuel P. Montoya	Principal-in-Charge Senior Engineer	Mechanical, Electrical & Plumbing Design	70%	Engineer	mannym@sdmcorp.com
Ernestor Aloma	Senior Engineer	Mechanical, Electrical & Plumbing Design	80%	Engineer	erniea@sdmcorp.com
Jose I. Martinez	Senior Engineer	Mechanical, Electrical & Plumbing Design	75%	Engineer & LEED Prof Accrediation	josem@sdmcorp.com
Hector J. Castillo	Engineer	Mechanical, Electrical & Plumbing Design	85%	Engineer	hectorc@sdmcorp.com

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Document 00455: Background Screening of Contractual Personnel

Project No: Various

Location No: Various

Project Title: SMART Program Renovations (Contract No. CC-Civil - 17-002)

Facility Name: Various Locations

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 Tennessee
COUNTY OF Davidson

Before me, the undersigned authority, personally appeared

Lytle C. Troutt, Jr.

who, being by me first duly

sworn, made the following statement:

- 1. Contractor Name: Wood Environment & Infrastructure Solutions, Inc.
Address: 5845 N.W. 158th Street
Miami Lakes, FL 33014
- 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) 91-1641772

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: *Lytle C. Troutt, Jr.* DATE: 5-10-18

NAME (Printed) Lytle C. Troutt, Jr. TITLE: President

Notarization

State of: Tennessee)
County of: Davidson)

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

Lytle C. Troutt, Jr.

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

Notary Public: Mary Alice Miner

Commission Expires on: October 7, 2019



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.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Wood Environment & Infrastructure Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **E**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1105 Lakewood Pkwy, Ste 300

6 City, state, and ZIP code

Alpharetta, GA 30009

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

9	1	-	1	6	4	1	7	7	2
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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 for Part II, later.

Sign Here

Signature of U.S. person ▶

Gloria Stafford

Date ▶

4/16/2018

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

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

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

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

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

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

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

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

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

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

Project Name: SMART Program Renovations (Contract No. – CC – Civil – 17-002)

Amount of Contract: Fixed Limit of Construction Cost (FLCC) \$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): SMART PROGRAM RENOVATIONS
(Contract No. – CC – Civil – 17-002)

Are accurate, complete and current as of

May 10, 2018

FIRM: Wood Environment & Infrastructure Solutions, Inc.

President-: Lytle C. Troutt, Jr

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: Wood Environment & Infrastructure Solutions, Inc

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institution: Bank of America Lockbox Services

Branch/ State: 540 W. Madison, 4th Floor, Chicago, IL 60661

Routing No: 111000012

Account No: 4427306257 Checking Savings

VENDOR AREA:
Remittance Confirmation: (please select one) ricardo.fraxedas@woodplc.com Fax Email

Federal Identification No. Vendor 91-1641772 TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email ar.aee@woodplc.com Dept. _____

Centralized Phone No. 1-770-360-0600 Dept. _____

Signature

Authorized Signature (Primary) and Business title:  Date: 5-10-18

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 17-114C Civil Engineering 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
N/A	N/A	N/A
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Lytle C. Troutt, Jr.

Name of Official

Wood Environment & Infrastructure Solutions, Inc.

Company Name

5845 N.W. 158th Street

Business Address

Miami Lakes, Florida 33014

City, State, Zip Code

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Amec Foster Wheeler

5845 NW 158th Street
Miami Lakes, Florida 33014
(305) 826-5588
web: amecfw.com



August 2, 2017

Shari S. Francis, Purchasing Agent III
Procurement and Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

RE: RFQ No.17-114C Professional Services, Continuing Contract for Civil Engineering

Dear Ms. Francis:

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to submit our proposal letter to the School Board of Broward County (SBBC) for **RFQ No. 117-114C, Professional Services, Continuing Contract for Civil Engineering**. The document includes our statement of commitment to our Minority/Women Business Enterprise (M/WBE) subconsultant, **SDM Consulting Engineers, Inc (SDM)**, along with the Civil Engineering Rate Worksheet and SDM's M/WBE certificate.

SDM is an SBBC-Certified Hispanic American MBE firm, and as such is eligible for M/WBE participation. Amec Foster Wheeler has made a 25% participation commitment to SDM for various services, including mechanical, electrical, and plumbing engineering.

Sincerely,

Amec Foster Wheeler Environment & Infrastructure, Inc.

Ricardo Fraxedas, PE
Office Manager/Principal Engineer
(305) 525-0079 (cell)
ricardo.fraxedas@amecfw.com

Attachments:

- a. Civil Rate Worksheet
- b. M/WBE certificate from SDM

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Office of Facilities Construction

2301 NW 26th St., Bldg 6

Fort Lauderdale, Florida 33311

(754) 321-1500

RFQ Number/Name	17-114C - Continuing Contracts for Civil Engineering		
Proposer's Company Name	Amec Foster Wheeler Environment & Infrastructure, Inc.		
Dated Submitted	Wednesday, August 02, 2017		
Staff Rate Breakdown For Design Professional Services			
Staff Classification	Raw Hourly Rate (\$)	Multiplier	Total
<u>Amec Foster Wheeler Environment & Infrastructure, Inc.</u>			
Principal In Charge	\$72.00	2.80	\$201.60
Senior Project Manager	\$65.00	2.80	\$182.00
Project Manager	\$52.00	2.80	\$145.60
Senior Architect	\$52.00	2.80	\$145.60
Architect 2	\$46.00	2.80	\$128.80
Senior Landscape Architect	\$65.00	2.80	\$182.00
Senior Engineer	\$52.00	2.80	\$145.60
Engineer 2	\$51.00	2.80	\$142.80
Designer	\$35.00	2.80	\$98.00
CADD/Drafter	\$27.00	2.80	\$75.60
Senior Inspector	\$43.00	2.80	\$120.40
Inspector	\$33.00	2.80	\$92.40
Senior Technician	\$32.00	2.80	\$89.60
Technician	\$25.00	2.80	\$70.00
Sr. Environmental specialist	\$50.00	2.80	\$140.00
Environmental specialist	\$40.00	2.80	\$112.00
Clerical	\$22.00	2.80	\$61.60

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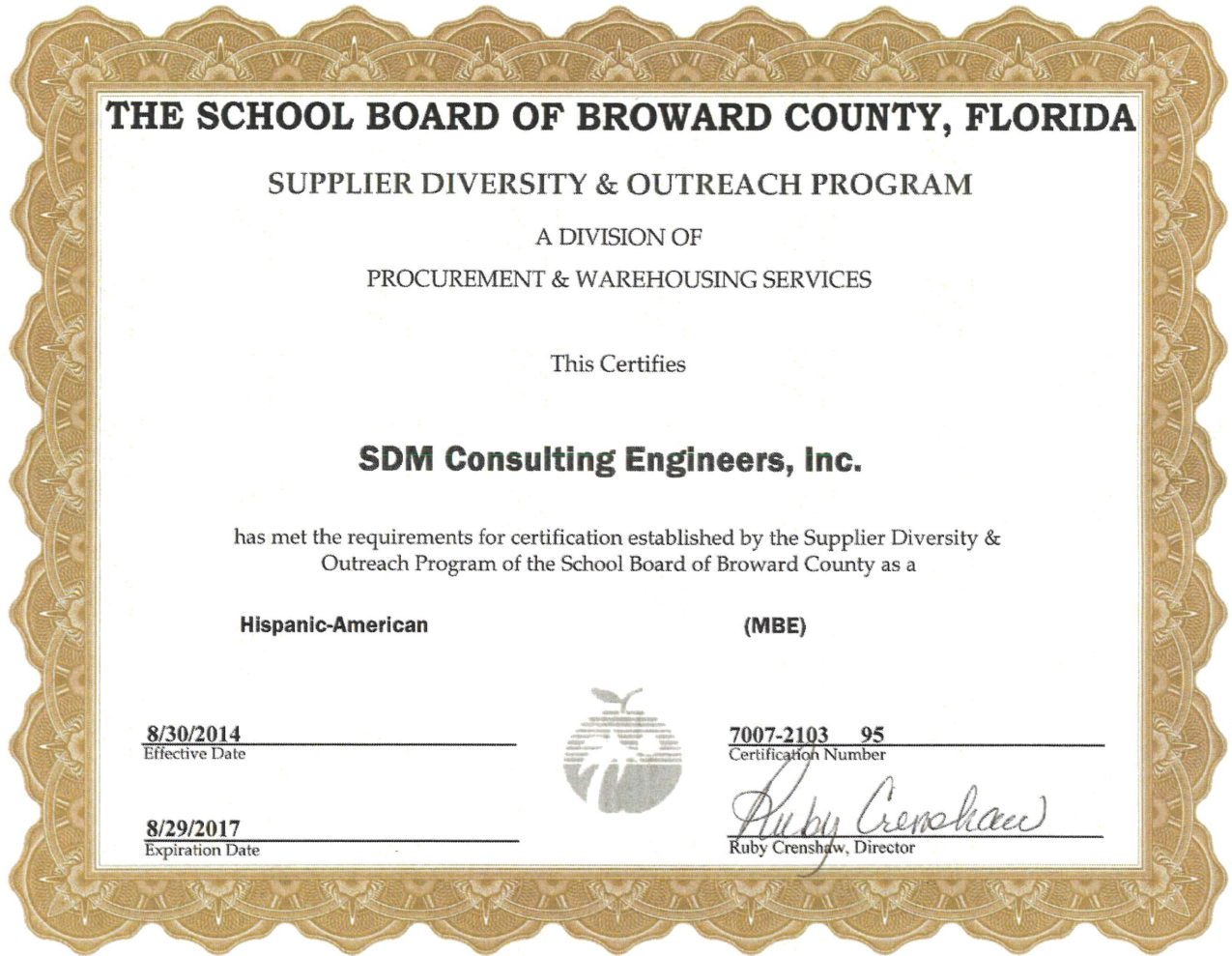


Office of Facilities Construction
2301 NW 26th St., Bldg 6
Fort Lauderdale, Florida 33311

(754) 321-1500

<u>Subconsultant Firm: "MEP "</u>			
<u>SDM Consulting Engineers</u>			
Principal In Charge	\$72.00	2.80	\$201.60
Senior Project Manager	\$59.75	2.80	\$167.30
Senior Engineer	\$51.38	2.80	\$143.86
Engineer	\$42.50	2.80	\$119.00
CADD/Drafter	\$27.00	2.80	\$75.60
Administrative Support	\$22.00	2.80	\$61.60
<u>Subconsultant Firm: "Surveyor "</u>			
<u>Aylward Engineering & Surveying, Inc</u>			
Principal In Charge	\$70.00	2.80	\$196.00
Senior Project Manager	\$65.00	2.80	\$182.00
Professional Surveyor and Mapper	\$65.00	2.80	\$182.00
Survey Crew Chief	\$24.00	2.80	\$67.20
Survey Crew Instrument Person	\$20.00	2.80	\$56.00
Survey Crew Rod Person	\$16.00	2.80	\$44.80
CADD/Designer	\$35.00	2.80	\$98.00
Administrative Support	\$20.00	2.80	\$56.00
Supplemental Services Multiplier	2.80		
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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AGREEMENT FOR OPEN END SERVICES
BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
CONSULTANT
FOR
CIVIL ENGINEERING 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
ARTICLE 2	CONSULTANT SERVICES AND RESPONSIBILITIES
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ARTICLE 5	BASIS OF COMPENSATION
ARTICLE 6	PAYMENTS TO THE CONSULTANT
ARTICLE 7	INDEMNIFICATION CLAUSE
ARTICLE 8	INSURANCE
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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 Civil Engineering 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 Civil Engineering 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 Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited

to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this 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.

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 33301
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. 17-114C – Civil Engineering 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 Kröll , President

MILLER, LEGG & ASSOCIATES, INC.

Legal Name of Corporation

Witness or Secretary, (Dylan Larson)

Witness, (KRISTEN LAWLOR)

(CA 7318)

Project Consultant's Registration Number

ACKNOWLEDGEMENT

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME this 30 day of APRIL, 2018, appeared MICHAEL KRON and

MICHAEL KRON 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 30 day of
APRIL, 2018

Notary Public State of Florida

My Commission Expires: September 9, 2018

FF158497 Kristen D. Lawlor
Notary's Commission No.





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.

1.1.2 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

- Site feasibility analysis for land and public works development
- Site evaluations for permits and regulatory approvals
- Engineering programming and development of cost analysis.
- Site master planning and program assessment.
- Roadway and infrastructure development
- Park and athletic facility design and construction
- Construction scheduling for phase replacement projects.
- Water, sewer and fire protection utilities planning and engineering development
- Municipal utility design and pump station engineering
- Surface water management design and analysis
- Surface water management inspection, certification, and permitting
- Environmental permitting and mitigation design with local, county, and state agencies.
- Construction observation and contract administration
- Survey and computer mapping
- Platting and development coordination
- Traffic analysis and planning.
- Traffic count, volume, density, and route assessment
- Traffic striping and pavement marking design
- Site analysis for ADA accessibility and parking modification.
- Geotechnical analysis and soil investigations
- Environmental testing and site assessment
- Environmental sampling
- Storage tank design, contamination assessment, and remediation.
- Regulatory compliance audit and coordination management.
- Compliance program development and implementation
- Expert opinion review and report generation.

- 2.1.1 The Project Consultant agrees to: (A) Provide complete professional Engineering, and/or other professional services and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the respective ATP's for specific projects and related schedules. Owner schedules shall not be extended by consultant without prior notice and written approval of the Owner. Provide other additional basic services as provided for within respective ATP's issued under the Agreement for Continuing Contract with Civil Engineer.
- 2.1.2 The Project Consultant's services shall conform to Owner's requirements, including but not limited to, Owner's Design and Materials Standards, Design Criteria, Educational Specifications, and comply with the latest codes, statutes and requirements having jurisdiction over the project.
- 2.1.3 The Project Consultant shall keep Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as drawings and specifications are developed. Proposed changes must be reviewed in writing by Owner prior to incorporation into the design or construction documents.
- 2.1.4 The Project Consultant shall cooperate with Owner by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Project Consultant shall implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.

3.1 **Basic Services – Consultant Responsibilities**

- 3.1.1 The Project Consultant shall confer with representatives of the Owner to verify and confirm the Program (as appropriate to the type of project and scope).
- 3.1.2 The Project Consultant shall prior to commencing design activities, visit and inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by the Owner:
 - (A) Take photographs and make written documentation, sketches, notes or reports to confirm and record the condition of the existing site and building elements and systems.
 - (B) Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Owner.
- 3.1.3 In the event that the Project Consultant believes that the project scope, schedule or budget is not achievable, the Project Consultant shall immediately upon discovery notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable.
- 3.1.4 The consultant shall review with Owner alternative approaches to design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, if requested, shall make a

recommendation among such alternatives.

- 3.1.5 The Project Consultant shall prepare a schedule of services for approval by Owner. Such schedule shall show activities including but not limited to Project Consultant efforts and Owner reviews and approvals required to complete services. As a condition of payment, Project Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete).
- 3.1.6 The Statement of Probable Construction Cost: The Consultant shall submit to Owner for review and approval an estimate of probable construction cost for the project.
- 3.1.7 Design and construction document submittals shall be issued in accordance with the SBBC Design Services Document Submittal Checklist found at: http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp
- 3.1.8 The Project Consultant shall coordinate with the Owner to determine the municipal, county and other jurisdictional agencies required for the Project and, through the Owner, make applications for site plan and other reviews as appropriate. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/ Council meetings concerning the projects as conducted by any and all other agencies having jurisdiction and file the required documents for approval. (including Broward County and municipalities and their departments, the South Florida Water Management District, and other state, local, or federal agencies and obtain certifications of “permit approval” by reviewing authorities prior to the commencement of and early enough to ensure that the eventual contractor is not delayed by outside permit processing. The Project Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.
- 3.1.9 Consultant shall provide a letter indicating, after coordination with the Facilities and Construction Management Department’s Environmental Section, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials which might require mitigation by the Owner prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design documents and coordinate with schedules, Statement of Probable Construction Cost and other documentation.
- 3.1.10 Provide, as applicable, colorboards to review the project’s color selections for all finish materials with the Owner.
- 3.1.11 Provide as applicable to type of project, updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit three (3) copies signed and sealed by a State of Florida registered design professional.
- 3.1.12 Provide specifications applicable and as required by the phase submitted and in conformance to Design Criteria, Design and Material Standards, and all applicable codes of jurisdiction. Specification sections shall be organized to follow the latest Construction Specification Institute’s (CSI) Master Format.
- 3.1.13 The Project Consultant shall make all changes to the documents as required by the Owner’s review of the documents and resolve all questions of constructability, code compliance, compliance with Owner standards, or other issues raised by the Owner

during its review of the documents.

4.1 **Construction Documents Phase III 100% - Permit Review:**

4.1.1 Upon completion of the 100% Construction Documents, the Project Consultant shall submit to the Owner five (5) copies of Signed and Sealed Drawings, Specifications, reports, programs, final Statement of Probable Construction Cost and other such documents as reasonably required by Owner. The 100% construction documents shall conform to SREF and FLORIDA BUILDING CODE requirements, and all mandatory requirements cited by designated plan reviewer from previous reviews.

4.1.2 All documents for this phase shall be provided in both hard copy and in electronic media. Electronic submittals shall be per SBBC "Electronic Media Submittal Requirements" The Owner will approve Phase III documents for submission to the SBBC Building Department for permit review and approval.

4.1.3 General Requirements:

- (A) Record Set: The permitted set of documents is the official record set and shall be the bid documents.
- (B) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Project Consultant and respective Sub- Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Engineer of Record that to the best of my knowledge these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
- (C) When requested by the Owner, signed and sealed engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
- (D) Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
- (E) Provide if applicable to a project, a threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S. shall be submitted to the Owner for review and approval with Phase III 100% permit documents.

4.1.4 The Owner's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Consultant of any responsibility for their accuracy, adequacy and completeness.

5.1 **Responsibilities During Bidding and Award of Contract**

5.1.1 The Owner will have the drawings and specifications printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through the Project Consultant.

5.1.2 The Project Consultant when required shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Owner.

- 5.1.3 The Project Consultant shall attend a pre-bid conference as requested by the Owner.
- 5.1.4 The Project Consultant shall prepare addenda, if required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.
- 5.1.5 The Project Consultant shall be present at the bid opening, as required by Owner.
- 5.1.6 The Project Consultant shall participate with Owner in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.”
- 5.1.7 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or (D) suspend or abandon the Project.
- 5.1.8 The Project Consultant shall if required, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost.

6.1 **Construction Administration (if Applicable):**

- 6.1.1 The Construction Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner. During this period, as requested the Project Consultant shall provide administration of the Construction Contract as set forth in the construction contract documents.
- 6.1.2 The Project Consultant and the Project Consultant's respective Sub- Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and report any defects or deficiencies in the work. A minimum of at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.
- 6.1.3 Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 6.1.4 The Project Consultant shall at all times have access to the Work where ever it is in preparation or progress. The Project Consultant and the Sub- Consultants shall review and advise the Owner as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, the Owner may at its discretion require the Project Consultant and all Sub-Consultants to regularly submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.

- 6.1.5 The Project Consultant shall assist Owner in verifying and determining the percentage of completion work represented by Contractor's Applications for Payment and shall certify Certificates for Payment.
- 6.1.6 The Project Consultant shall have authority to recommend rejection of Work, which does not conform to the Contract Documents. The Project Consultant shall not have authority to stop the Work without approval of the Owner.
- 6.1.7 The Project Consultant shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within thirty (30) days of receipt by Project Consultant unless Owner and Project Consultant otherwise mutually agree. Project Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Project Consultant shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule.
- 6.1.8 The Project Consultant shall coordinate with the Owner concerning the Owner's required review of Change Orders for Code Compliance. All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of the Owner.
- 6.1.9 The Project Consultant shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Project Consultant has revised to conditions based on information furnished by the Contractor as Project Record Documents. These prints and electronic media copies shall become the property of the Owner. Submittal of these documents to the Owner is a condition of final payment to the Project Consultant.

7.1 Warranty Administration

- 7.1.1 For one year following substantial completion of the construction project, the Project Consultant shall assist the Owner, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to Owner and Contractor.

8.1 Supplemental Services

- 8.1.1 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Attachment, and if authorized in advance by having received a fully approved and executed ATP and Purchase order, will be compensated for as provided under Articles 5.2 and 6.1:
- (A) Providing special analyses of the Owner's needs, and special detailed programming requirements for a project.
 - (B) Providing financial feasibility, or other special studies.
 - (C) Providing planning surveys, site evaluations, or comparative studies of prospective sites.
 - (D) Providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.
 - (E) Providing services to make measured drawings of the existing site or facilities.

- (F) Providing the services of a cost estimating firm beyond the services required during Phases I-III to verify cost of the work as designed. The choice of the firm, qualifications of the firm and the terms of employment of the firm shall be approved in writing in advance by the Owner.
- (G) Providing interior design services required for or in connection with the selection of furniture or furnishings, except equipment included in the Construction Contract and identified in the educational specifications.
- (H) Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- (I) Providing the services of one or more full-time Construction Inspector during construction; including the services of a Special Threshold Inspector.
- (J) Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner' personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provide by the Contractor, subcontractor, or equipment manufacturer.
- (K) Providing consultation concerning replacement of any Work damaged o built inconsistent with the Contract Drawings, providing the cause is found by the Owner to be other than by fault of the Project Consultant.
- (L) Providing consultation concerning replacement of any Work, damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- (M) Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Owner, when so directed in writing by Owner, provided, however, that no compensation for Supplemental Services shall be paid for revisions which may be required when due to errors or omissions by the Consultant or when due to the fact that the lowest Bona Fide construction bid exceeds the "fixed limit of construction cost".
- (N) Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any subcontractor not attributable in any way to an Error and/or Omission of the Project Consultant.
- (O) Preparing change orders and related documents provided the changes are significant changes (whether increases or decreases) in the scope of the project and are requested by the Owner and not for any changes due to any other reason such as error or omission of the Project Consultant.
- (P) Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- (Q) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- (R) Providing services after certification to the Owner of that Final Certificate for payment, and said payments has been made to the Contractor except those services that are a result of errors, omissions, or conflicts in documents prepared

by the Project Consultant or are warranty related services.

- (S) Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to Owner from Project Consultant in the event the claims are not extensive or in the event the claims are determined by the Owner to be based upon the failure of the Project Consultant or Sub-Consultant to properly perform its services or to comply with the provisions of this Agreement.

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:

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:
Location No:
Project Title:
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 KRON

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.)

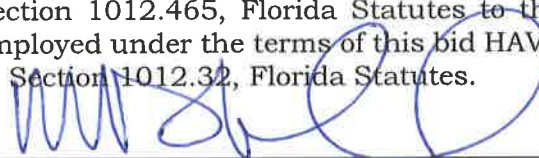
3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement)

45-0563447

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:



DATE:

4.27.18

NAME (Printed)

MICHAEL D KRON

TITLE:

PRESIDENT

Notarization

State of:

FLORIDA

County of:

BROWARD

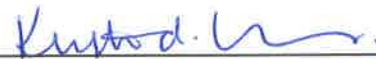
Sworn to and subscribed before me, the undersigned authority, by

MICHAEL KRON

who is personally known to me or did produce:

an identification and who did take an oath.

Notary Public:



Commission Expires on:

September 9, 2018

Affix Seal



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.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

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	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <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.) See instructions. 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

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

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 for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Bluie Perandem</i>	Date ▶ <i>4-27-2018</i>
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

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

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

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

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

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

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

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

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

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:

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)

Are accurate, complete and current as of

(Day), (Month) (Year)

MILLER LEGG & ASSOCIATES, INC
FIRM: (Name exactly as listed on contract)

PRESIDENT:

By: 

Reference: Florida Statutes 287.055

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School Board of Broward County

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 Financial Institution:	City National Bank		
Branch / State	Las Olas Blvd, Ft Lauderdale, FL		
Routing No.:	066004367		
Account No.:	1954495328	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>
Vendor: Remittance Confirmation: (please select one)	vdipiero@millerlegg.com	Fax <input type="checkbox"/>	Email <input checked="" type="checkbox"/>
Federal Identification No. Vendor	65-0563467	TAX ID# <input checked="" type="checkbox"/>	SS# <input type="checkbox"/>

Update Purchase Order Fax & Email Address

Centralized Fax Number	954-493-6539	Dept.	accounting
Centralized Email	cpasquale@millerlegg.com	Dept.	marketing
Centralized Phone No.	954-436-7000		main

Signature

Authorized Signature (Primary) and Business title:	<u><i>Sh Alexander, CFO</i></u>	Date:	4-27-2018
Authorized Signature (Joint) and Business title:	_____	Date:	_____

Please attach a VOIDED check or deposit slip to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Department
7720 W. Oakland Park Blvd, Sunrise FL 33351

For Use by DATA STRATEGY GROUP

Vendor Account# _____ **Date Entered** _____ **Initials:** _____

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RFQ # and NAME _____

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
Company Name

MICHAEL D. KROLL
Name of Official

5747 N ANDREWS WAY
Business Address

FT LAUDERDALE, FL, 33309
City, State, Zip Code

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July 27, 2017

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

Re: PROPOSALS

The School Board of Broward County, Florida (SBBC)
Design Professional Services Continuing Contract for Civil Engineering Services
RFQ-17-114C

Dear Ms. Francis:

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

Our Team commits to include the following firm for Minority Business Enterprise participation to provide Civil Engineering Support:

- RJ Behar & Company, Inc. - Hispanic American MBE - 20%

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Kroll', written in a cursive style.

Michael Kroll, RLA, FASLA
President

Attachments:
Staff Rate Breakdown
RJ Behar & Company MBE Certificate

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

RFQ Number/Name	17-114C - Continuing Contracts for Civil Engineering
Proposer's Company Name	Miller Legg & Associates, Inc.
Dated Submitted	Thursday, July 27, 2017

Staff Rate Breakdown For Professional Services

Staff Classification (Civil Engineering)	Maximum Raw Hourly Rate (\$)	Multiplier	Total
<u>Miller Legg & Associates, Inc.</u>			
Principal In Charge	\$74.00	2.90	\$214.60
Senior Project Manager	\$65.00	2.90	\$188.50
Senior Engineer	\$60.00	2.90	\$174.00
Project Engineer I	\$37.00	2.90	\$107.30
Project Engineer II	\$45.00	2.90	\$130.50
Project Engineer III	\$57.00	2.90	\$165.30
Senior Construction Administrator	\$45.00	2.90	\$130.50
Senior Designer / Senior CAD Technician	\$38.00	2.90	\$110.20
CAD Technician	\$27.00	2.90	\$78.30
Senior Engineering Technician	\$37.00	2.90	\$107.30
Administrative Support	\$22.00	2.90	\$63.80
Senior Landscape Architect / Sr. Biologist	\$47.00	2.90	\$136.30
Landscape Architect / Biologist	\$37.00	2.90	\$107.30
<u>Subconsultant Firm for Civil Engineering Support (RJ Behar & Company, Inc.)</u>			
Principal In Charge	\$74.00	2.90	\$214.60
Senior Project Manager	\$61.00	2.90	\$176.90
Project Manager	\$49.00	2.90	\$142.10
Senior Engineer	\$49.00	2.90	\$142.10
Engineer	\$41.00	2.90	\$118.90
CAD / Designer	\$32.00	2.90	\$92.80

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Administrative Support	\$19.00	2.90	\$55.10
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

R.J. Behar & Company, 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)

4/9/2015

Effective Date

4/8/2018

Expiration Date



7007-7066 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
CIVIL ENGINEERING 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: **CSA CENTRAL, 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 Civil Engineering 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 Civil Engineering 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 Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited

to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this 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.

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 33301
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: CSA CENTRAL, INC.
8200 NW 41st Street, Suite 305 Doral, FL 33166
Attn: Jesus J. Suarez, 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. 17-114C – Civil Engineering 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)

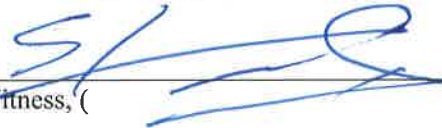


Jesus J. Suarez, Chairman, CEO

CSA CENTRAL, INC.
Legal Name of Corporation



Witness or Secretary, ()



Witness, ()

(AA26001629)
Project Consultant's Registration Number

ACKNOWLEDGEMENT

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME this 11 day of June, 2018, appeared _____, and,

Jesús Sumner 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 11 day of

June, 2018

Notary Public State of Florida

My Commission Expires: 12-07-20

Olga Garcia
Notary's Commission No.





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.

1.1.2 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

- Site feasibility analysis for land and public works development
- Site evaluations for permits and regulatory approvals
- Engineering programming and development of cost analysis.
- Site master planning and program assessment.
- Roadway and infrastructure development
- Park and athletic facility design and construction
- Construction scheduling for phase replacement projects.
- Water, sewer and fire protection utilities planning and engineering development
- Municipal utility design and pump station engineering
- Surface water management design and analysis
- Surface water management inspection, certification, and permitting
- Environmental permitting and mitigation design with local, county, and state agencies.
- Construction observation and contract administration
- Survey and computer mapping
- Platting and development coordination
- Traffic analysis and planning.
- Traffic count, volume, density, and route assessment
- Traffic striping and pavement marking design
- Site analysis for ADA accessibility and parking modification.
- Geotechnical analysis and soil investigations
- Environmental testing and site assessment
- Environmental sampling
- Storage tank design, contamination assessment, and remediation.
- Regulatory compliance audit and coordination management.
- Compliance program development and implementation
- Expert opinion review and report generation.

- 2.1.1 The Project Consultant agrees to: (A) Provide complete professional Engineering, and/or other professional services and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the respective ATP's for specific projects and related schedules. Owner schedules shall not be extended by consultant without prior notice and written approval of the Owner. Provide other additional basic services as provided for within respective ATP's issued under the Agreement for Continuing Contract with Civil Engineer.
- 2.1.2 The Project Consultant's services shall conform to Owner's requirements, including but not limited to, Owner's Design and Materials Standards, Design Criteria, Educational Specifications, and comply with the latest codes, statutes and requirements having jurisdiction over the project.
- 2.1.3 The Project Consultant shall keep Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as drawings and specifications are developed. Proposed changes must be reviewed in writing by Owner prior to incorporation into the design or construction documents.
- 2.1.4 The Project Consultant shall cooperate with Owner by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Project Consultant shall implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.

3.1 **Basic Services – Consultant Responsibilities**

- 3.1.1 The Project Consultant shall confer with representatives of the Owner to verify and confirm the Program (as appropriate to the type of project and scope).
- 3.1.2 The Project Consultant shall prior to commencing design activities, visit and inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by the Owner:
 - (A) Take photographs and make written documentation, sketches, notes or reports to confirm and record the condition of the existing site and building elements and systems.
 - (B) Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Owner.
- 3.1.3 In the event that the Project Consultant believes that the project scope, schedule or budget is not achievable, the Project Consultant shall immediately upon discovery notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable.
- 3.1.4 The consultant shall review with Owner alternative approaches to design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, if requested, shall make a

recommendation among such alternatives.

- 3.1.5 The Project Consultant shall prepare a schedule of services for approval by Owner. Such schedule shall show activities including but not limited to Project Consultant efforts and Owner reviews and approvals required to complete services. As a condition of payment, Project Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete).
- 3.1.6 The Statement of Probable Construction Cost: The Consultant shall submit to Owner for review and approval an estimate of probable construction cost for the project.
- 3.1.7 Design and construction document submittals shall be issued in accordance with the SBBC Design Services Document Submittal Checklist found at: http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp
- 3.1.8 The Project Consultant shall coordinate with the Owner to determine the municipal, county and other jurisdictional agencies required for the Project and, through the Owner, make applications for site plan and other reviews as appropriate. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/ Council meetings concerning the projects as conducted by any and all other agencies having jurisdiction and file the required documents for approval. (including Broward County and municipalities and their departments, the South Florida Water Management District, and other state, local, or federal agencies and obtain certifications of “permit approval” by reviewing authorities prior to the commencement of and early enough to ensure that the eventual contractor is not delayed by outside permit processing. The Project Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.
- 3.1.9 Consultant shall provide a letter indicating, after coordination with the Facilities and Construction Management Department’s Environmental Section, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials which might require mitigation by the Owner prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design documents and coordinate with schedules, Statement of Probable Construction Cost and other documentation.
- 3.1.10 Provide, as applicable, colorboards to review the project’s color selections for all finish materials with the Owner.
- 3.1.11 Provide as applicable to type of project, updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit three (3) copies signed and sealed by a State of Florida registered design professional.
- 3.1.12 Provide specifications applicable and as required by the phase submitted and in conformance to Design Criteria, Design and Material Standards, and all applicable codes of jurisdiction. Specification sections shall be organized to follow the latest Construction Specification Institute’s (CSI) Master Format.
- 3.1.13 The Project Consultant shall make all changes to the documents as required by the Owner’s review of the documents and resolve all questions of constructability, code compliance, compliance with Owner standards, or other issues raised by the Owner

during its review of the documents.

4.1 **Construction Documents Phase III 100% - Permit Review:**

4.1.1 Upon completion of the 100% Construction Documents, the Project Consultant shall submit to the Owner five (5) copies of Signed and Sealed Drawings, Specifications, reports, programs, final Statement of Probable Construction Cost and other such documents as reasonably required by Owner. The 100% construction documents shall conform to SREF and FLORIDA BUILDING CODE requirements, and all mandatory requirements cited by designated plan reviewer from previous reviews.

4.1.2 All documents for this phase shall be provided in both hard copy and in electronic media. Electronic submittals shall be per SBBC "Electronic Media Submittal Requirements" The Owner will approve Phase III documents for submission to the SBBC Building Department for permit review and approval.

4.1.3 General Requirements:

- (A) Record Set: The permitted set of documents is the official record set and shall be the bid documents.
- (B) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Project Consultant and respective Sub- Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Engineer of Record that to the best of my knowledge these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
- (C) When requested by the Owner, signed and sealed engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
- (D) Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
- (E) Provide if applicable to a project, a threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S. shall be submitted to the Owner for review and approval with Phase III 100% permit documents.

4.1.4 The Owner's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Consultant of any responsibility for their accuracy, adequacy and completeness.

5.1 **Responsibilities During Bidding and Award of Contract**

5.1.1 The Owner will have the drawings and specifications printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through the Project Consultant.

5.1.2 The Project Consultant when required shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Owner.

- 5.1.3 The Project Consultant shall attend a pre-bid conference as requested by the Owner.
- 5.1.4 The Project Consultant shall prepare addenda, if required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.
- 5.1.5 The Project Consultant shall be present at the bid opening, as required by Owner.
- 5.1.6 The Project Consultant shall participate with Owner in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.”
- 5.1.7 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or (D) suspend or abandon the Project.
- 5.1.8 The Project Consultant shall if required, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost.

6.1 **Construction Administration (if Applicable):**

- 6.1.1 The Construction Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner. During this period, as requested the Project Consultant shall provide administration of the Construction Contract as set forth in the construction contract documents.
- 6.1.2 The Project Consultant and the Project Consultant's respective Sub- Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and report any defects or deficiencies in the work. A minimum of at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.
- 6.1.3 Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 6.1.4 The Project Consultant shall at all times have access to the Work where ever it is in preparation or progress. The Project Consultant and the Sub- Consultants shall review and advise the Owner as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, the Owner may at its discretion require the Project Consultant and all Sub-Consultants to regularly submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.

- 6.1.5 The Project Consultant shall assist Owner in verifying and determining the percentage of completion work represented by Contractor's Applications for Payment and shall certify Certificates for Payment.
- 6.1.6 The Project Consultant shall have authority to recommend rejection of Work, which does not conform to the Contract Documents. The Project Consultant shall not have authority to stop the Work without approval of the Owner.
- 6.1.7 The Project Consultant shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within thirty (30) days of receipt by Project Consultant unless Owner and Project Consultant otherwise mutually agree. Project Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Project Consultant shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule.
- 6.1.8 The Project Consultant shall coordinate with the Owner concerning the Owner's required review of Change Orders for Code Compliance. All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of the Owner.
- 6.1.9 The Project Consultant shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Project Consultant has revised to conditions based on information furnished by the Contractor as Project Record Documents. These prints and electronic media copies shall become the property of the Owner. Submittal of these documents to the Owner is a condition of final payment to the Project Consultant.

7.1 Warranty Administration

- 7.1.1 For one year following substantial completion of the construction project, the Project Consultant shall assist the Owner, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to Owner and Contractor.

8.1 Supplemental Services

- 8.1.1 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Attachment, and if authorized in advance by having received a fully approved and executed ATP and Purchase order, will be compensated for as provided under Articles 5.2 and 6.1:
 - (A) Providing special analyses of the Owner's needs, and special detailed programming requirements for a project.
 - (B) Providing financial feasibility, or other special studies.
 - (C) Providing planning surveys, site evaluations, or comparative studies of prospective sites.
 - (D) Providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.
 - (E) Providing services to make measured drawings of the existing site or facilities.

- (F) Providing the services of a cost estimating firm beyond the services required during Phases I-III to verify cost of the work as designed. The choice of the firm, qualifications of the firm and the terms of employment of the firm shall be approved in writing in advance by the Owner.
- (G) Providing interior design services required for or in connection with the selection of furniture or furnishings, except equipment included in the Construction Contract and identified in the educational specifications.
- (H) Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- (I) Providing the services of one or more full-time Construction Inspector during construction; including the services of a Special Threshold Inspector.
- (J) Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner' personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provide by the Contractor, subcontractor, or equipment manufacturer.
- (K) Providing consultation concerning replacement of any Work damaged o built inconsistent with the Contract Drawings, providing the cause is found by the Owner to be other than by fault of the Project Consultant.
- (L) Providing consultation concerning replacement of any Work, damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- (M) Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Owner, when so directed in writing by Owner, provided, however, that no compensation for Supplemental Services shall be paid for revisions which may be required when due to errors or omissions by the Consultant or when due to the fact that the lowest Bona Fide construction bid exceeds the "fixed limit of construction cost".
- (N) Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any subcontractor not attributable in any way to an Error and/or Omission of the Project Consultant.
- (O) Preparing change orders and related documents provided the changes are significant changes (whether increases or decreases) in the scope of the project and are requested by the Owner and not for any changes due to any other reason such as error or omission of the Project Consultant.
- (P) Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- (Q) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- (R) Providing services after certification to the Owner of that Final Certificate for payment, and said payments has been made to the Contractor except those services that are a result of errors, omissions, or conflicts in documents prepared

by the Project Consultant or are warranty related services.

- (S) Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to Owner from Project Consultant in the event the claims are not extensive or in the event the claims are determined by the Owner to be based upon the failure of the Project Consultant or Sub-Consultant to properly perform its services or to comply with the provisions of this Agreement.

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 (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: CSA Central, Inc.

Name	Title	Role	Time Commitment	Florida Professional License	E-Mail Address
PRINCIPAL					
Roberto Leon, P.E.	Sr. Vice President	Principal in Charge	15%	73680	rleon@csagroup.com
CIVIL ENGINEERING					
Juan Villar, P.E.	Design Director	Civil Engineer	85%	32710	jmvillar@csagroup.com
Carlos Sarasqueta P.E.	Design Manager	Civil Engineer	50%	64058	csarasqueta@csagroup.com
Felix Fuentes, P.E.	Sr. Project Engineer	Civil Engineer	85%	59324	ffuentes@csagroup.com
Hans Figueroa	Civil/ Environmental Engineer	Civil Engineer	50%	79164	hxfigueroa@csagroup.com
SURVEYING					
Selvin Bruce	Director of Surveying	Professional Land Surveyor	25%	5290	sbruce@csagroup.com
ENVIRONMENTAL					
David Rosa	Environmental Discipline Manager / Sr. Scientist	Environmental	50%		drrosa@csagroup.com
CONSTRUCTION ADMINISTRATION / MANAGEMENT					
Luis Osella	Senior Construction Manager	Senior Construction Manager	75%		losella@csagroup.com
Salvador Frias	Contract Administration Director	Project Manager / Task Manager	10%		sfrias@csagroup.com



Attachment 5

Subconsultant Firms

Name	Title	Role	Time Commitment	Florida Professional License	E-Mail Address
Sub: Master Consulting Engineering (Civil/Structural)					
Armando Castellon, P.E.	Senior Principal	Structural Engineer	45%	43453	Armando.Castellon@mcengineers.com
Jim Mehlretter, P.E.	Senior Principal	Structural Design	45%	33860	Jim.Mehlretter@mcengineers.com
Robert L. Bell, PE	Senior Principal	Structural Design	45%	74081	Robert.Bell@mcengineers.com
Sub: R J Behar (Civil/Transportation)					
Javier Rodriguez, P.E.	Director of Civil Engineering	Civil Engineer	45%	48264	j.rodriguez@rjbehar.com
Marlin Scattolini, P.E.	Project Engineer	Civil Engineer	85%	80723	msscattolini@rjbehar.com
Noel Flores, EIT	Project Engineer	Structural Engineer	85%	1100020053 E.I.	rdroz@rjbehar.com
Rafael Droz, P.E.	Inspector/ Threshold Inspector	Inspector	65%	39228	rflores@rjbehar.com
Sandra Walters Consultants, Inc. dba SWC (Environmental)					
Sandy Walters	President	Environmental	30%		sandy@swcinc.net
Robert McMullen	Senior Environmental Scientist	Environmental Scientist	50%		robmcm210@gmail.com
Curtis L. Dokken, P.E., B.C., P.C.C.	Vice President & Principal Engineer	Civil Engineer	25%	51350	curt@swcinc.net
Jill Beth Cohen	Senior Planner, Landscape Architect & Arborist	Landscaping	25%	LA0001802	Jill@jbcplanning.com



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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: TBD
Location No: TBD
Project Title: Civil Engineering General Contract
Facility Name: TBD

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.)

A handwritten signature in black ink, consisting of several loops and a long tail.

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared

_____ who, being by me first duly
sworn, made the following statement:

1. Contractor Name: _____
Address: _____
2. My relationship to the Contractor named in (1) above is: _____
(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) _____

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:  DATE: _____

NAME (Printed) _____ TITLE: _____

Notarization State of: _____)
County of: _____)

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: _____ Affix Seal

Commission Expires on: _____

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.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CSA CENTRAL, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions. 8200 NW 41 St. SUITE 305	Requester's name and address (optional)
6 City, state, and ZIP code DORAL, FL 33166	
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	1	-	1	4	4	6	2	8	6

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 for Part II, later.

Sign Here

Signature of U.S. person ►

Date ► JANUARY 15, 2018

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

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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Project Name: Civil Engineering Services

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: Civil Engineering Services

Are accurate, complete and current as of

May 25, 2018

FIRM: CSA Central, Inc.

PRESIDENT: Jesus J. Suarez

By: _____

A handwritten signature in black ink, appearing to read "Suarez", written over a horizontal line.

Reference: Florida Statutes 287.055

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RFQ # and NAME Civil Engineering

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
N/A	N/A	N/A
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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

CSA Central, Inc.

 Company Name

Jesus J. Suarez, President

 Name of Official

8200 NW 41st Street, Suite 305

 Business Address

Doral, FL 33166

 City, State, Zip Code

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July 27, 2017

Mrs. Shari Francis
 Purchasing Agent III
 Procurement & Warehousing Services
 7720 W. Oakland Park Blvd
 Sunrise, FL 33351

RE: RFQ# 17-114C - CONTINUING CONTRACTS – PROFESSIONAL SERVICES FOR CIVIL ENGINEERING

Dear Mrs. Francis:

CSA Central, Inc. (CSA Group or CSA) is pleased to present the requested information for the Professional Services Agreement related to the Civil Engineering Continuing Services Contract (RFQ 17-114C) of the School Board of Broward County (SBBC).

Staff Rate Breakdown

As requested, CSA includes in Appendix A the excel worksheet for Staff Rate Breakdown For Professional Services. Proposed rates are included for CSA as well as all our identified subconsultants.

Minority / Women Business Enterprise (M/WBE) Commitment

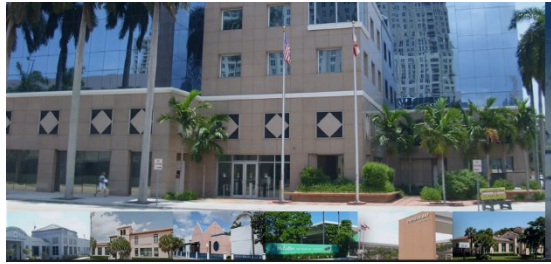
CSA is committed to supporting the Minority / Women Business Enterprise (M/WBE) community. As such, we have proposed to subconsult with various M/WBE firms depending on the scope of work assigned for each Task Order. Since Task Orders have not been defined for this Contract, it is not possible to detail a specific percentage for each firm as each has different specialties. However, for any Task Order assigned, CSA commits to a minimum M/WBE subcontracting of 25% among our identified subconsultants.

Following is a list of the M/WBE subconsultants and their M/WBE designation.

M/WBE Firm	Scope and/or Nature of the work to be Performed by the M/WBE	MWBE Type	% of M/WBE Participation
R. J. Behar and Company, Inc.	Civil/Structural Engineering	Hispanic American MBE	10-25%
Master Consulting Engineers, Inc.	Structural Engineering	Hispanic American MBE	0-10%
Sandra Walters Consultants, Inc. dba SWC	Environmental & Landscape Design	White Female WBE	0-5%

Appendix B includes the applicable M/WBE certifications for our subconsultants.

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The School Board of Broward County, Florida
Request for Qualifications - RFQ #17-114C
Professional Services
Continuing Contracts for Civil Engineering



We look forward to continue strengthening our long standing relationship with the SBBC.

Respectfully,
CSA CENTRAL, INC. (CSA GROUP)

Roberto Leon, P.E., LEED AP BD+C, PMP
Senior Vice President

Attachments:

Appendix A: Staff Rate Breakdown For Professional Services

Appendix B: Sub-Consultant M/WBE Certification

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The School Board of Broward County, Florida
Request for Qualifications - RFQ #17-114C
Professional Services
Continuing Contracts for Civil Engineering



Appendix A: Staff Rate Breakdown For Professional Services

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RFQ Number/Name	17-114C - Continuing Contracts for Civil Engineering
Proposer's Company Name	CSA Central, Inc.
Dated Submitted	Thursday, July 27, 2017

Staff Rate Breakdown For Professional Services

Staff Classification	Maximum Raw Hourly Rate (\$)	Multiplier	Total
CSA Central, Inc.			
Principal	\$74.92	2.95	\$221.00
Principal Engineer/Architect	\$65.08	2.95	\$192.00
Project Manager	\$54.92	2.95	\$162.00
Senior Engineer/Architect/ Environmental	\$45.08	2.95	\$133.00
Engineer/Architect/ Environmental	\$40.00	2.95	\$118.00
Junior Engineer/Architect/ Environmental	\$34.92	2.95	\$103.00
Construction Manager/Senior Field Inspector	\$40.00	2.95	\$118.00
Field Inspector	\$30.17	2.95	\$89.00
Junior Field Inspector	\$25.08	2.95	\$74.00
Senior Technician (CADD)	\$34.92	2.95	\$103.00
Technician (CADD)	\$28.14	2.95	\$83.00
Administrative Clerk	\$17.97	2.95	\$53.00
Professional Surveyor Mapper	\$34.92	2.95	\$103.00
Survey Technician	\$25.08	2.95	\$74.00
2 Person Survey Crew	\$30.17	2.95	\$89.00
3 Person Survey Crew	\$34.92	2.95	\$103.00
Senior GIS Analyst	\$28.14	2.95	\$83.00
GIS Analyst	\$25.08	2.95	\$74.00
GIS Technician/CADD Technician	\$20.00	2.95	\$59.00
Subconsultant Firm: RJ Behar, Inc. (Civil/Structural Engineering)			
Principal In Charge	\$74.14	2.90	\$215.00

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Senior Project Manager	\$61.03	2.90	\$177.00
Project Manager	\$48.97	2.90	\$142.00
Senior Engineer	\$48.97	2.90	\$142.00
Engineer	\$41.03	2.90	\$119.00
CADD/Designer	\$32.07	2.90	\$93.00
Administrative Support	\$18.97	2.90	\$55.00
<u>Subconsultant Firm: Master Consulting Engineering, Inc (Structural Engineering)</u>			
Senior Principal Structural Engineer	\$79.58	2.84	\$226.00
Principal Structural Engineer	\$67.61	2.84	\$192.00
Senior Structural Engineer	\$33.80	2.84	\$96.00
Structural Engineer	\$32.04	2.84	\$91.00
Senior CAD Technician	\$29.58	2.84	\$84.00
CAD Technician	\$19.01	2.84	\$54.00
Administration/Accounting	\$21.83	2.84	\$62.00
<u>Subconsultant Firm: Sandra Walters Consultants, Inc. dba SWC (Environmental and Landscape Architecture)</u>			
President, Principal Environmental Scientist	\$55.36	2.89	\$160.00
Senior Environmental Engineer (P.E.)	\$50.17	2.89	\$145.00
Senior Project Manager/Senior Environmental Scientist	\$46.71	2.89	\$135.00
Senior Planner (ACP)	\$46.71	2.89	\$135.00
Planner (AICP)/Landscape Architect	\$44.98	2.89	\$130.00
Senior Environmental/Civil Engineer (P.E.)	\$43.25	2.89	\$125.00
Project Manager/Environmental Scientist II	\$38.06	2.89	\$110.00
Senior GIS Specialist	\$38.06	2.89	\$110.00
Certified Arborist	\$38.06	2.89	\$110.00
Senior Environmental Technician/Dive Safety Officer	\$32.87	2.89	\$95.00
Communications Specialist	\$31.14	2.89	\$90.00
Environmental Scientist I/GIS Specialist	\$29.41	2.89	\$85.00

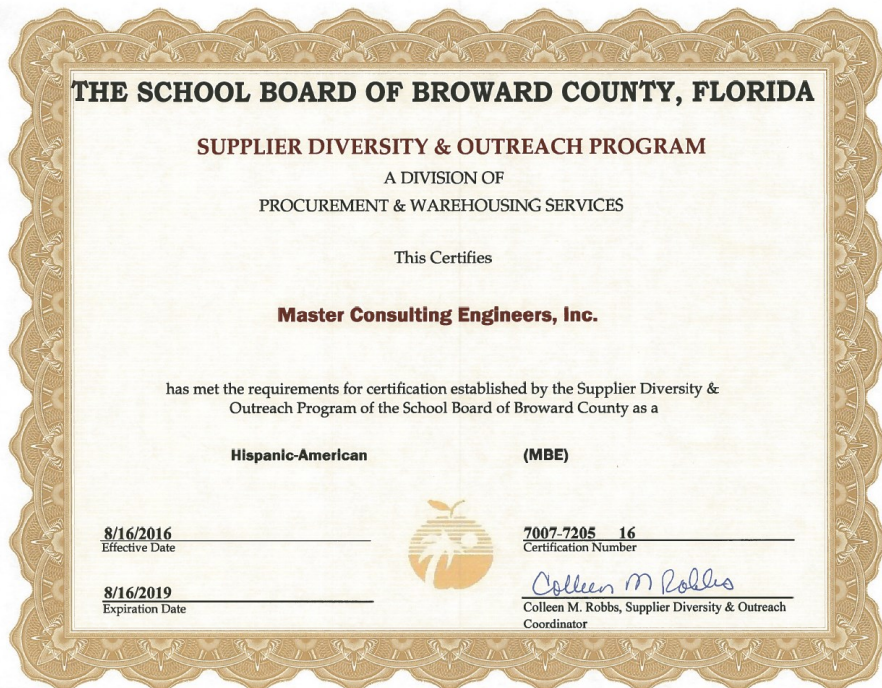
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Assistant Communications Specialist	\$27.68	2.89	\$80.00
Environmental Technician II/Monitor II/Water Quality Inspector	\$25.95	2.89	\$75.00
Administrative Support	\$20.07	2.89	\$58.00
Environmental Technician I/Monitor I	\$20.76	2.89	\$60.00
Supplemental Services Multiplier	\$2.95		
<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>			

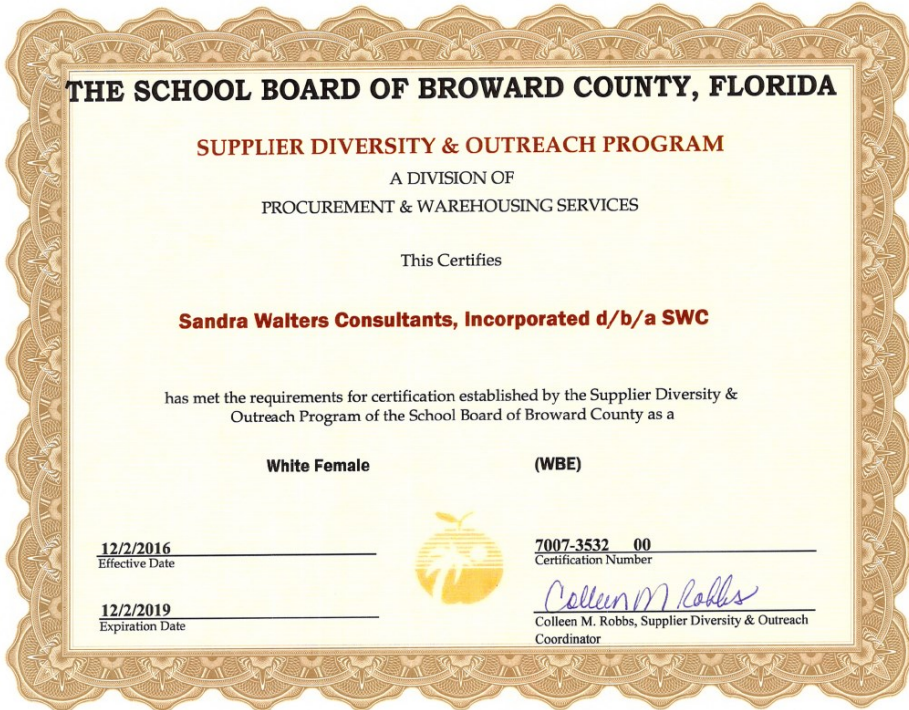
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Appendix B: Sub-Consultant M/WBE Certification



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AGREEMENT FOR OPEN END SERVICES
BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
CONSULTANT
FOR
CIVIL ENGINEERING 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:

CES Consultants, 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
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 Civil Engineering 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 Civil Engineering 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 Project Consultant shall indemnify, and hold harmless the owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from liabilities, damages, losses, and costs, including, but not limited

to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of this 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.

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 33301
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: CES Consultants, INC.
14361 Commerce Way, Suite 103 Miami Lakes, Fl 33016
Attn: Blake Guillory, 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. 17-114C – Civil Engineering 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



(ATTEST)

CES Consultants, INC.
Legal Name of Corporation


Blake Guillory, President


Witness or Secretary, (Christina Francois)


Witness, (Francisco J. Rebeledo)

(8811)
Project Consultant's Registration Number

ACKNOWLEDGEMENT

**STATE OF FLORIDA
COUNTY OF BROWARD**

BEFORE ME this 24th day of May, 2018, appeared _____, and

Blake Guillory _____ 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

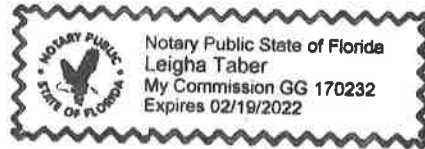
for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last official this 24th day of

May, 2018.

Notary Public State of Florida

My Commission Expires: 02/19/2022



GG 170232 Leigha Taber
Notary's Commission No.



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.

1.1.2 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

- Site feasibility analysis for land and public works development
- Site evaluations for permits and regulatory approvals
- Engineering programming and development of cost analysis.
- Site master planning and program assessment.
- Roadway and infrastructure development
- Park and athletic facility design and construction
- Construction scheduling for phase replacement projects.
- Water, sewer and fire protection utilities planning and engineering development
- Municipal utility design and pump station engineering
- Surface water management design and analysis
- Surface water management inspection, certification, and permitting
- Environmental permitting and mitigation design with local, county, and state agencies.
- Construction observation and contract administration
- Survey and computer mapping
- Platting and development coordination
- Traffic analysis and planning.
- Traffic count, volume, density, and route assessment
- Traffic striping and pavement marking design
- Site analysis for ADA accessibility and parking modification.
- Geotechnical analysis and soil investigations
- Environmental testing and site assessment
- Environmental sampling
- Storage tank design, contamination assessment, and remediation.
- Regulatory compliance audit and coordination management.
- Compliance program development and implementation
- Expert opinion review and report generation.

- 2.1.1 The Project Consultant agrees to: (A) Provide complete professional Engineering, and/or other professional services and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the respective ATP's for specific projects and related schedules. Owner schedules shall not be extended by consultant without prior notice and written approval of the Owner. Provide other additional basic services as provided for within respective ATP's issued under the Agreement for Continuing Contract with Civil Engineer.
- 2.1.2 The Project Consultant's services shall conform to Owner's requirements, including but not limited to, Owner's Design and Materials Standards, Design Criteria, Educational Specifications, and comply with the latest codes, statutes and requirements having jurisdiction over the project.
- 2.1.3 The Project Consultant shall keep Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as drawings and specifications are developed. Proposed changes must be reviewed in writing by Owner prior to incorporation into the design or construction documents.
- 2.1.4 The Project Consultant shall cooperate with Owner by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Project Consultant shall implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.

3.1 **Basic Services – Consultant Responsibilities**

- 3.1.1 The Project Consultant shall confer with representatives of the Owner to verify and confirm the Program (as appropriate to the type of project and scope).
- 3.1.2 The Project Consultant shall prior to commencing design activities, visit and inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by the Owner:
 - (A) Take photographs and make written documentation, sketches, notes or reports to confirm and record the condition of the existing site and building elements and systems.
 - (B) Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Owner.
- 3.1.3 In the event that the Project Consultant believes that the project scope, schedule or budget is not achievable, the Project Consultant shall immediately upon discovery notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable.
- 3.1.4 The consultant shall review with Owner alternative approaches to design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, if requested, shall make a

recommendation among such alternatives.

- 3.1.5 The Project Consultant shall prepare a schedule of services for approval by Owner. Such schedule shall show activities including but not limited to Project Consultant efforts and Owner reviews and approvals required to complete services. As a condition of payment, Project Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete).
- 3.1.6 The Statement of Probable Construction Cost: The Consultant shall submit to Owner for review and approval an estimate of probable construction cost for the project.
- 3.1.7 Design and construction document submittals shall be issued in accordance with the SBBC Design Services Document Submittal Checklist found at: http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp
- 3.1.8 The Project Consultant shall coordinate with the Owner to determine the municipal, county and other jurisdictional agencies required for the Project and, through the Owner, make applications for site plan and other reviews as appropriate. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/ Council meetings concerning the projects as conducted by any and all other agencies having jurisdiction and file the required documents for approval. (including Broward County and municipalities and their departments, the South Florida Water Management District, and other state, local, or federal agencies and obtain certifications of “permit approval” by reviewing authorities prior to the commencement of and early enough to ensure that the eventual contractor is not delayed by outside permit processing. The Project Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.
- 3.1.9 Consultant shall provide a letter indicating, after coordination with the Facilities and Construction Management Department’s Environmental Section, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials which might require mitigation by the Owner prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design documents and coordinate with schedules, Statement of Probable Construction Cost and other documentation.
- 3.1.10 Provide, as applicable, colorboards to review the project’s color selections for all finish materials with the Owner.
- 3.1.11 Provide as applicable to type of project, updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit three (3) copies signed and sealed by a State of Florida registered design professional.
- 3.1.12 Provide specifications applicable and as required by the phase submitted and in conformance to Design Criteria, Design and Material Standards, and all applicable codes of jurisdiction. Specification sections shall be organized to follow the latest Construction Specification Institute’s (CSI) Master Format.
- 3.1.13 The Project Consultant shall make all changes to the documents as required by the Owner’s review of the documents and resolve all questions of constructability, code compliance, compliance with Owner standards, or other issues raised by the Owner

during its review of the documents.

4.1 **Construction Documents Phase III 100% - Permit Review:**

4.1.1 Upon completion of the 100% Construction Documents, the Project Consultant shall submit to the Owner five (5) copies of Signed and Sealed Drawings, Specifications, reports, programs, final Statement of Probable Construction Cost and other such documents as reasonably required by Owner. The 100% construction documents shall conform to SREF and FLORIDA BUILDING CODE requirements, and all mandatory requirements cited by designated plan reviewer from previous reviews.

4.1.2 All documents for this phase shall be provided in both hard copy and in electronic media. Electronic submittals shall be per SBBC "Electronic Media Submittal Requirements" The Owner will approve Phase III documents for submission to the SBBC Building Department for permit review and approval.

4.1.3 General Requirements:

- (A) Record Set: The permitted set of documents is the official record set and shall be the bid documents.
- (B) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Project Consultant and respective Sub- Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Engineer of Record that to the best of my knowledge these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
- (C) When requested by the Owner, signed and sealed engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
- (D) Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
- (E) Provide if applicable to a project, a threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S. shall be submitted to the Owner for review and approval with Phase III 100% permit documents.

4.1.4 The Owner's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Consultant of any responsibility for their accuracy, adequacy and completeness.

5.1 **Responsibilities During Bidding and Award of Contract**

5.1.1 The Owner will have the drawings and specifications printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through the Project Consultant.

5.1.2 The Project Consultant when required shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Owner.

- 5.1.3 The Project Consultant shall attend a pre-bid conference as requested by the Owner.
- 5.1.4 The Project Consultant shall prepare addenda, if required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.
- 5.1.5 The Project Consultant shall be present at the bid opening, as required by Owner.
- 5.1.6 The Project Consultant shall participate with Owner in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.”
- 5.1.7 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or (D) suspend or abandon the Project.
- 5.1.8 The Project Consultant shall if required, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost.

6.1 **Construction Administration (if Applicable):**

- 6.1.1 The Construction Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner. During this period, as requested the Project Consultant shall provide administration of the Construction Contract as set forth in the construction contract documents.
- 6.1.2 The Project Consultant and the Project Consultant's respective Sub- Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and report any defects or deficiencies in the work. A minimum of at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.
- 6.1.3 Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 6.1.4 The Project Consultant shall at all times have access to the Work where ever it is in preparation or progress. The Project Consultant and the Sub- Consultants shall review and advise the Owner as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition, the Owner may at its discretion require the Project Consultant and all Sub-Consultants to regularly submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.

- 6.1.5 The Project Consultant shall assist Owner in verifying and determining the percentage of completion work represented by Contractor's Applications for Payment and shall certify Certificates for Payment.
- 6.1.6 The Project Consultant shall have authority to recommend rejection of Work, which does not conform to the Contract Documents. The Project Consultant shall not have authority to stop the Work without approval of the Owner.
- 6.1.7 The Project Consultant shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within thirty (30) days of receipt by Project Consultant unless Owner and Project Consultant otherwise mutually agree. Project Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Project Consultant shall maintain a log of all submittals made and shall compare the submittals with Contractor's progress schedule.
- 6.1.8 The Project Consultant shall coordinate with the Owner concerning the Owner's required review of Change Orders for Code Compliance. All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of the Owner.
- 6.1.9 The Project Consultant shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Project Consultant has revised to conditions based on information furnished by the Contractor as Project Record Documents. These prints and electronic media copies shall become the property of the Owner. Submittal of these documents to the Owner is a condition of final payment to the Project Consultant.

7.1 Warranty Administration

- 7.1.1 For one year following substantial completion of the construction project, the Project Consultant shall assist the Owner, without additional compensation, in securing correction of defects, and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to Owner and Contractor.

8.1 Supplemental Services

- 8.1.1 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Attachment, and if authorized in advance by having received a fully approved and executed ATP and Purchase order, will be compensated for as provided under Articles 5.2 and 6.1:
 - (A) Providing special analyses of the Owner's needs, and special detailed programming requirements for a project.
 - (B) Providing financial feasibility, or other special studies.
 - (C) Providing planning surveys, site evaluations, or comparative studies of prospective sites.
 - (D) Providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.
 - (E) Providing services to make measured drawings of the existing site or facilities.

- (F) Providing the services of a cost estimating firm beyond the services required during Phases I-III to verify cost of the work as designed. The choice of the firm, qualifications of the firm and the terms of employment of the firm shall be approved in writing in advance by the Owner.
- (G) Providing interior design services required for or in connection with the selection of furniture or furnishings, except equipment included in the Construction Contract and identified in the educational specifications.
- (H) Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- (I) Providing the services of one or more full-time Construction Inspector during construction; including the services of a Special Threshold Inspector.
- (J) Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner' personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provide by the Contractor, subcontractor, or equipment manufacturer.
- (K) Providing consultation concerning replacement of any Work damaged o built inconsistent with the Contract Drawings, providing the cause is found by the Owner to be other than by fault of the Project Consultant.
- (L) Providing consultation concerning replacement of any Work, damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- (M) Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Owner, when so directed in writing by Owner, provided, however, that no compensation for Supplemental Services shall be paid for revisions which may be required when due to errors or omissions by the Consultant or when due to the fact that the lowest Bona Fide construction bid exceeds the "fixed limit of construction cost".
- (N) Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any subcontractor not attributable in any way to an Error and/or Omission of the Project Consultant.
- (O) Preparing change orders and related documents provided the changes are significant changes (whether increases or decreases) in the scope of the project and are requested by the Owner and not for any changes due to any other reason such as error or omission of the Project Consultant.
- (P) Providing revisions in drawings, specifications or other documents required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- (Q) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- (R) Providing services after certification to the Owner of that Final Certificate for payment, and said payments has been made to the Contractor except those services that are a result of errors, omissions, or conflicts in documents prepared

by the Project Consultant or are warranty related services.

- (S) Review of extensive claims by the Contractor or others relating to the Project. However, there shall be no additional charges to Owner from Project Consultant in the event the claims are not extensive or in the event the claims are determined by the Owner to be based upon the failure of the Project Consultant or Sub-Consultant to properly perform its services or to comply with the provisions of this Agreement.

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: CES Consultants, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Ranthus Fouch, PE	Vice President	Project Manager	30%	PE #73422	rfouch@cesconsult.com
Walter Goblish, PE	Vice President	QA/QC	5%	PE #62156	bgoblish@cesconsult.com
Rudy M. Ortiz, PE, CGC	President/CEO	Principal in Charge	5%	PE #52515	rortiz@cesconsult.com
Simon Sainsbury, PE	Electrical Engineer	Electrical Engineer	30%	PE #41185	ssainsbury@cesconsult.com
Jose Caraballo, PE	Director of Engineering	Civil Engineering	40%	PE #73064	jcaraballo@cesconsult.com
Jose Compres, PE	Structural Engineering	Structural Engineering	40%	PE #65557	jcompres@cesconsult.com
Gustavo Silva, El	Staff Engineer	Civil Engineering	30%	N/A	gsilva@cesconsult.com
Nada Reinbold, El	Staff Engineer	Civil Engineering	30%	N/A	nreinbold@cesconsult.com
Ashraf Iqbal, El	Staff Engineer	Civil Engineering	30%	N/A	aiqbal@cesconsult.com
Erik Alcantara, El	Staff Engineer	Civil Engineering	30%	N/A	ealcantara@cesconsult.com
David Hoot, PE	Vice President	Project Manager	30%	PE #35970	dhoot@cesconsult.com
Luis Cruz-Miranda, PE	Senior Project Manager	QA/QC	40%	PE #69995	lmiranda@cesconsult.com
Jafet Torres Rivera, PE	Project Manager	Civil Engineering	40%	PE #80247	jtorres@cesconsult.com

Subconsultant: Acai Associates, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Donald Wilkin, RA	Senior Architect	Architecture	25%	RA #AR0011619	DWilkin@aecmworld.com
Galen Von Gleich, RA	Primary Production Architect	Architecture	25%	RA #AR97234	GVonGleich@aecmworld.com
Adolfo Cotilla	Principal	Architecture	25%	RA #AR8011	adolfo@aecmworld.com

Subconsultant: Stoner & Associates, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
James Stoner, PSM	Surveyor	Land Surveying	5%	PSM #LS4039	jim@stonersurveyors.com

Subconsultant: PROCON Engineering, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Fernando Anzoategui, PE	President	MEP Engineering	45%	PE #36032	proconengineers@bellsouth.net
Luis Lopez	Sr. Mechanical Engineer	MEP Engineering	45%	N/A	proconengineers@bellsouth.net
Jorge Berrios, El	Electrical Engineer	Electrical Engineer	55%	N/A	proconengineers@bellsouth.net
Alejandro Alvarez	Mechanical Engineer	Mechanical Engineer	55%	N/A	proconengineers@bellsouth.net

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Document 00455: Background Screening of Contractual Personnel

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

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

Blake Guillory

who, being by me first duly

sworn, made the following statement:

- Contractor Name: CES Consultants Inc.
Address: 880 SW 145th Ave, Suite 106, Pembroke Pines FL, 33027
- My relationship to the Contractor named in (1) above is: 65-0792884 President
(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) 65-0792884

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: 05/24/2018

NAME (Printed) Blake Guillory TITLE: President

Notarization

State of: Florida)

County of: Broward)

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

Blake Guillory

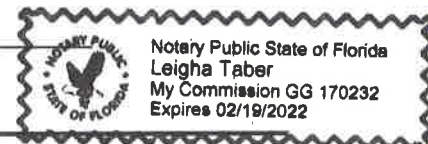
who is personally known to me or did produce:

an identification and who did take an oath.

Notary Public: Leigha Taber

Affix Seal

Commission Expires on: 02/19/2022



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.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CES Consultants Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

880 SW 145th Ave. Suite 106

6 City, state, and ZIP code

Pembroke Pines, FL 33027

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
6	5	-	0	7	9	2	8	8

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 for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

5/24/18

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

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

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

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

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

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

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

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

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

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: SMART Program Renovations

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: SMART Program Renovations

Are accurate, complete and current as of

24, May 2018

FIRM: CES Consultants, Inc.

President: Blake Guillory

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: CES Consultants 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: BankUnited

Branch/ State: Florida

Routing No: 267090594

Account No: 9853143137 Checking Savings

VENDOR AREA:
Remittance Confirmation: Fax Email
(please select one) cesaccounting@cesconsult.com

Federal Identification No. TAX ID# SS#
Vendor 65-0792884

Update Purchase Order Fax & Email Address

Centralized Fax Number 954-613-4384 Dept. _____
Centralized Email cesaccounting@cesconsult.com Dept. _____
Centralized Phone No. 954-613-4353 Dept. _____

Signature

Authorized Signature
(Primary) and Business title: *Polly M. G...* CES Date: 5/24/2018

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 17-114C Professional Services - Continuing Contract for Civil Engineering

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

_____ CES Consultants Inc.

 Company Name

_____ Blake Guillory

 Name of Official

_____ 880 SW 145th Ave. Suite 106

 Business Address

_____ Pembroke Pines FL, 33027

 City, State, Zip Code

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July 17, 2017

Ms. Shari S. Francis, Purchasing Agent III
Procurement & Warehousing Services Department
The School Board of Broward County
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351-6704

**RE: Professional Services – Continuing Contract for Civil Engineering
RFQ 17-114C**

Dear Ms. Francis,

CES Consultants, Inc. (CES) is pleased to present this Proposal Letter for the subject RFQ. We offer experienced and qualified personnel to provide the SBBC with the requested professional Civil Engineering services for various improvement projects.

CES is a SBBC certified Hispanic American MBE and as such is eligible for 100% Minority/Women Business Enterprise (M/WBE) participation.

CES has been providing quality professional engineering services to the SBBC since 2013 at over sixty (60) schools. CES appreciates the opportunity to have previously provided professional engineering services to the SBBC, and we look forward to supporting you on new projects.

Sincerely,
CES CONSULTANTS, INC.



Rudy M. Ortiz, PE, CGC

Attachments

- Staff Rate Breakdown
- M/WBE certificates

**Engineering
&
Design Services**



**Construction
Management**



**Inspection
Services**



**Geotechnical &
Materials Testing
Services**



**Debris Monitoring
&
Removal**



Construction

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RFQ Number/Name	17-114C - Continuing Contracts for Civil Engineering		
Proposer's Company Name	CES Consultants, Inc.		
Dated Submitted	Monday, July 17, 2017		
Staff Rate Breakdown For Design Professional Services			
Staff Classification	Raw Hourly Rate (\$)	Multiplier	Total
<u>CES Consultants, Inc. (Civil / Environmental Engineering)</u>			
Principal In Charge	\$69.21	2.89	\$200.02
Senior Project Manager / Principal Engineer	\$60.56	2.89	\$175.02
Project Manager	\$51.91	2.89	\$150.02
Project Engineer - Senior	\$57.10	2.89	\$165.02
Project Engineer	\$36.12	2.89	\$104.39
Engineer - Senior	\$50.75	2.89	\$146.67
Engineer IV	\$50.18	2.89	\$145.02
Engineer III	\$46.31	2.89	\$133.84
Engineer II	\$39.48	2.89	\$114.10
Engineer I	\$33.71	2.89	\$97.42
CADD Operator - Senior	\$36.12	2.89	\$104.39
CADD Operator	\$28.90	2.89	\$83.52
Scheduler - Senior	\$45.08	2.89	\$130.28
Scheduler	\$30.05	2.89	\$86.84
Estimator - Senior	\$45.08	2.89	\$130.28
Estimator	\$30.05	2.89	\$86.84
Administrative Support	\$22.00	2.89	\$63.58
<u>Stoner & Associates, Inc. (Surveying)</u>			
Principal	\$37.50	2.50	\$93.75
Sr. Professional Land Surveyor	\$37.50	2.50	\$93.75
Professional Land Surveyor	\$36.54	2.50	\$91.35
Survey/CAD Technician	\$23.00	2.50	\$57.50
Field Crew Supervisor	\$27.88	2.50	\$69.70
Survey Crew (Rate is for 3 person Crew)	\$60.25	2.50	\$150.63
Administrative Support	\$22.00	2.50	\$55.00
<u>ACAI Associates, Inc. (Architecture & Landscape Architecture)</u>			
Principal In Charge	\$67.80	2.95	\$200.00
Senior Project Manager	\$59.32	2.95	\$175.00
Project Manager	\$50.67	2.95	\$149.48
Senior Technician	\$38.50	2.95	\$113.58
Architectural CADD/BIM/CA Tech	\$35.05	2.95	\$103.40
BIM Manager	\$45.67	2.95	\$134.73
Specifications	\$46.15	2.95	\$136.14
Technical / Spec Support	\$26.52	2.95	\$78.23
Administrative Support	\$22.00	2.95	\$64.90
<u>ProCon Engineering, Inc. (Mechanical / Electrical / Plumbing Services; HVAC)</u>			
Principal In Charge	\$66.67	3.00	\$200.00
Senior Project Manager	\$58.33	3.00	\$175.00
Project Manager	\$35.77	3.00	\$107.31
Senior Engineer	\$35.77	3.00	\$107.31
Engineer	\$31.93	3.00	\$95.79
CADD/Designer	\$20.53	3.00	\$61.59
Administrative Support	\$17.00	3.00	\$51.00
Supplemental Services Multiplier	2.89		
<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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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM
A DIVISION OF
PROCUREMENT & WAREHOUSING SERVICES

This Certifies

CES Consultants, 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)

10/1/2015 Effective Date
9/30/2018 Expiration Date



7007-3639 00 Certification Number
Colleen M. Robbs
Colleen M. Robbs, Supplier Diversity & Outreach Coordinator

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM
A DIVISION OF
PROCUREMENT & WAREHOUSING SERVICES


This Certifies

ProCon Engineering 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)

12/2/2016 Effective Date
12/2/2019 Expiration Date



7007-6915 13 Certification Number
Colleen M. Robbs
Colleen M. Robbs, Supplier Diversity & Outreach Coordinator

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