

AGENDA REQUEST FORM

	THE	SCHOOL	L BOARD OF BROV	VARD COL	JNTY, FLORIDA		
edic scho	MEETING DATE	2018-08-	07 10:05 - School Bo	oard Opera	ational Meeting	Special Ord	er Request No
TEM No.:	AGENDA ITEM	ITEMS				Tin	
JJ-16.	CATEGORY	JJ. OFFI	CE OF FACILITIES &	& CONSTF	RUCTION		
	DEPARTMENT	Facilities	Pre-Construction			Open A Oyes	lgenda O No
TTLE:						U res	<u> </u>
ward of Profess	ional Services Continuing Co	ontracts for 0	Seotechnical Engineering	Services for	Various Consultants - RFQ 17	'-115C	
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REQUESTED							
•	mmendations made by the Q vices Continuing Contracts, fo				nuary 19, 2017, as outlined in	EXMIDIT 1, WAICH INCI	udes award of
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SUMMARY E	XPLANATION AND BA	ACKGRO	UND:				
ward open End	Professional Services Contin	uing Contra	cts for Geotechnical Engir	neering Servi	ces for the following consultar	ts: Radise Internati	onal, L.C., Wood
					ants, Inc., Professional Service		
	Liability insurance has been fessional Liability Insurance.	agreed upor	n pursuant to Pan 5 + And	tie 3 of the Ag	greement. Risk Management l	nas approved the in	surance
	is have been reviewed and a	approved as	to form and legal content	by the Office	of the General Counsel.		
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CHOOL BO	ARD GOALS:						
Goal 1	I: High Quality Instruc	ction 💿	Goal 2: Continuo	noudwy sr	ement 🔵 Goal 3:E	ffective Comm	unication
INANCIAL I	MPACT:						
inancial impact	to the District will be \$3,000,0	000 in fees a	and a duration of three (3)	years plus tw	vo (2) one year extensions wit	n a limit of \$1,000,0	00 in additional
ees per year. Th	e source of funding is the Ad	opted Distric	ct Educational Facilities Pl	an and the G	eneral Fund Budgets.		
EXHIBITS: (I							
(1) Executive S	Summary (2) Recommend	dation Tabu	ulation (3) Agreements	- ONLINE	(4) RFQ 17-115C - ONLIN	E	
			SOURCE OF ADDI	TIONAL INE	ORMATION:		
BOARD ACT	ION:					Dh 754 1	201 1515
ΔPF	PROVED		Name: Shelley N.	Weight, Dit	· · · · · · · · · · · · · · · · · · ·	Phone: 754-3	321-1010
	School Board Records Office Only	v)	Name: Robert C.	Corbin, CB	RE I Heery Director	Phone: 754-	321-4850
•	OL BOARD OF BE		D COUNTY, FLO	RIDA	Approved to Open		0000
<u> Benior Leade</u>	er & Title			¬	Approved In Open Board Meeting On:	AUG 0 7	ZU18
Leo Bobadilla	a - Chief Facilities Office	er			By:	Mana I	ani.
Signature				_	_,.	School Board	Chair
<u> </u>	Leo Bobad	lilla Jr				2000, 20210	- mersonell
	7/16/2018 5:4	7:09 PM					

Electronic Signature Form #4189 Revised 08/04//2017 RWR/ LB/SNM/RC:ljc

EXECUTIVE SUMMARY

Professional Services Continuing Contracts Geotechnical Engineering Services

Radise International, L.C. – Wood Environment & Infrastructure Solutions, Inc. (f.k.a. Amec Foster Wheeler Environment & Infrastructure, Inc.) – Nutting Engineers of Florida, Inc. – Terracon Consultants, Inc. – Professional Service Industries, Inc.

RFQ 17-115C

PROJECT OVERVIEW:

Type of Contract:	Professional Services Continuing Contracts
Consultant(s):	See list of five (5) firms below
Authorization to Proceed Date:	TBD for Projects as Assigned
Budget:	See Contract terms below

GENERAL OVERVIEW:

Board approval to advertise RFQ 17-115C was received at the October 18, 2016 Board meeting (Agenda item J-7). The intent of this RFQ is to procure Continuing Contracts for Geotechnical Engineering Services for projects, as assigned, with fees to be paid to the consultant for all projects pursuant to the agreement up to a maximum of \$3,000,000 over the life of the initial three (3) year contract. The agreement may be extended by two (2) additional, one (1) year periods with a limit of one million dollars (\$1,000,000) in fees per year extension.

On December 15, 2016, a total of thirteen (13) proposals were received. The Qualification Selection Evaluation Committee ("QSEC") meeting was held on January 19, 2017. The Recommendation/Tabulation to award Geotechnical Engineering Services to the five (5) highest ranked firms was posted on January 23, 2017. These contracts were initially intended to be submitted to the Board for approval in August 2017. At that time, a decision was made to delay request for approval and reformat the agreements to better align the specific language of the agreements to the services offered and defined in the Consultant's submittals. That work has been completed. The need for these services still exist and will continue to be present in the future. Verification of this need has been received from Physical Plant Operations, Environmental Health and Safety, as well as the Office of Facilities and Construction. Consequently, in addition to the services required for SMART Program Projects, there is an ongoing requirement from BCPS operations for the same services. As such, Board approval is requested to approve QSEC recommendations and to award Continuing Geotechnical Engineering Services Agreements to the following five (5) successful Consultant(s):

First Ranked Proposer: Radise International, L.C.

Second Ranked Proposer: Wood Environment & Infrastructure Solutions, Inc. (f.k.a. Amec Foster Wheeler

Environment & Infrastructure, Inc.)

Third Ranked Proposer: Nutting Engineers of Florida, Inc.

Fourth Ranked Proposer: Terracon Consultants, Inc.

Fifth Ranked Proposer: Professional Service Industries, Inc.

Upon approval by the Board, Staff will initiate Roofing Services for projects, as assigned, up to a maximum of \$3,000,000 in fees per consultant over the life of the initial contract. It is essential to note that the award of this contract is not a guarantee of work to be assigned to any one consultant, neither is it a guarantee of a quantity of work, as work is ultimately assigned according to the needs of the District.

These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel.

EXHIBIT 2

The School Board of Broward County, Florida Procurement & Warehousing Services

	1 foculcine ac waterous	ing Services	•			
TB / RFP/ RFQ No.:	17-115C	Tentative Boa	rd Meeting D	ate*: _	July 24, 2018	
Description:	PROFESSIONAL SERVICES CONTINUING	Notified:	664		Downloaded:	36
	CONTRACT FOR GEOTECHNICAL ENGINEERING	ITB / RFP/ R	FQ Rec'd:	10	No. Bids:	0
For:	OFFICE OF FACILITIES AND CONSTRUCTION	ITB / RFP/ RI	FQ Opening:	DECEMI	BER 15, 2016	
Fund:	ADEFP/SMART	Advertised Da	nte:	ОСТОВЕ	ER 24, 2016	
		Award Amou	nt:	N/A_		
notice of decision or in to file a notice of prot Florida Statutes, states Sundays, state holidays shall be at the office of Any person who files a payable to The School	y affected by the decision or intended decision shall file a not tended decision. The formal written protest shall be filed with est or failure to file a formal written protest shall constitute that "The formal written protest shall state with particularity and days during which the District is closed shall be excluded the Director of Procurement & Warehousing Services, 7720 in action protesting an intended decision shall post with the Schoard of Broward County, Florida, (SBBC), in an amount and required by SBBC Policy 3320, Part VIII, Purchasing Pothe right to protest.	nin ten (10) days a waiver of pro- ty the facts and ed in the compu- West Oakland I shool Board, at the equal to one pe	after the date ceedings under law upon whatation of the 7 Park Boulevar he time of fill reent (1%) of	the notice or this chapties the pro- ich the pro- i2-hour time d, Suite 322 ng the formating the formating the estimating the stimating the st	of protest is filed ter. Section 120, test is based." So period provide B. Sunrise, Florical written protes ted value of the	1. Failure .57(3)(b), aturdays, d. Filings la 33351. t, a bond, contract.
	ence, as stated in the ITB / RFP/ RFQ, is in effect until t above is tentative. Confirm with the Purchasing Agent					ard
, managa	RECOMMENDATION T	'ABULATI	ON			
PROFESSIONAL SER STAFF BE UNABLE	OTIATE CONTRACTS WITH A MAXIMUM OF FIVE AVICES AT COMPENSATION WHICH STAFF DETERMINE TO NEGOTIATE SATISFACTORY CONTRACTS WITH THAT FIRM OR FIRMS WILL BE FORMALLY TERMINE WILL BE FORMALLY WILL BE WILL B	NES IS FAIR, (/ITH ANY OI	COMPETITIV	E, AND R	EASONABLE.	SHOULE
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) 1 1 1 1	RADISE INTERNATIONAL, L.C. — FIRST RANKED AMEC FOSTER WHEELER — SECOND RANKED NUTTING ENGINEERS OF FLA, INC. — THIRD RANKED FERRACON CONSULTANTS, INC. — FOURTH RANKED PROFESSIONAL SERVICE INDUSTRIES, INC. — FIFTH R. 12R CORP. — SIXTH RANKED FIERRA SOUTH FLORIDA, INC. — SEVENTH RANKED NVS. INC. — EIGHTH RANKED ECS FLORIDA, LLC — NINTH RANKED NOVA ENGINEERING AND ENVIRONMENTAL, LLC — T	· ·	D.			
	NEGOTIATION WITH EACH FIRM, SEPARATE CONTR NTY, FLORIDA FOR APPROVAL AND AWARD TO EACI			TED TO T	HE SCHOOL B	OARD
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The School Board of Broward County, Fforida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

(Purchasing Agent)

Date:

AGREEMENT FOR OPEN END SERVICES

BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSULTANT

FOR

GEOTECHNICAL 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:

RADISE International, L.C.

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 School Board of Broward County, Florida Open Ended Geotechnical Engineering Services Agreement Version 4/23/2018 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 8	INSURANCE
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ARTICLE 10	INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS:

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 Geotechnical 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 Geotechnical 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.
- 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.

Should services be required which are not included in the attached Attachment "1" (SBBC Standard Unit Prices for (if applicable)), such services and payment therefore shall be negotiated between the parties in advance and in writing.

Unit prices and hourly rates shall be administered in accordance with Attachment "1" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "1" are for time of engineering technicians portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "1" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "1".

- 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 Statues, 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 Statues, 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 Statues, 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 Statues, 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 3 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:

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
	Professional Services Required
	Project Schedule
	Professional Fee
Attachment 5:	List of Project Team Members
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 2: Attachment 3: Attachment 4: Attachment 5: Attachment 6: Attachment 7: Attachment 8: Attachment 9:

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 Pian 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 ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, 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 ADAAA

- 9.12.1 Non-Discrimination The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
- 9.12.2 Equal Employment Opportunity (EEO) The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- 9.12.3 Americans with Disabilities Act Amendments Act of 2008 Individuals with disabilities

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

- 9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 9.14 Authority Provision: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.
- 9.15 Notice Provision When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:

Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast Third Avenue Fort Lauderdale, Florida 33301

With a Copy to:

Office of the Chief Facilities Officer

600 SE 3 Avenue

Fort Lauderdale, FL 33312

Attn: Leo Bobadilla

Chief Facilities Officer

With a Copy to:

Office of Procurement & Warehousing Services 7720 W Oakland Park Boulevard, Suite 323

Sunrise, FL 33351 Attn: Mary Coker

Director of Procurement & Warehousing Services

With a Copy to:

Office of Facilities and Construction

2301 NW 26th St

Fort Lauderdale, FL 33311 Attn: Shelley N. Meloni

Director, Pre-Construction Office of Facilities and Construction

And

CBRE Heery, Inc., Owners Representative

2301 NW 26th St

Fort Lauderdale, FL 33311 Attn: Robert Corbin

Program Director/Vice President

To Consultant:

RADISE International, L.C.

4152 West Blue Heron Boulevard #1114

Riviera Beach, FL 33404

Attn: Achyut K Allady, Manager

- 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

In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of RFQ No. 17-115C – Geotechnical 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

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 Counse

FOR PROJECT CONSULTANT



RADISE International, L.C. Legal Name of Corporation

Achyut K Allady, Manager

Witness or Secretary, (Jenny Cadet

Witness, (Anna Garcia

8901

Project Consultant's Registration Number

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF BROWARD

BEFORE ME this 17th day of May , 2018 , appeared Achyut K. Allady , 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 thisday of
Notary Public State of Florida
My Commission Expires: 8/15/2019
Notary's Commission No. FF245287

DEBORAH BESTOR
Notary Public - State of Florida
Commission # FF 245287
My Comm. Expires Aug 15, 2019
Bonded through National Notary Assn.



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Laudordale, Florida 33311

Attachment 1 [754] 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Enter Company Name Here)

Date Submitted: (Date of Submission Here)

ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL RATE
	ENGINEERING / ENVIRONMENTAL SERVICES				
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour			\$ -
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour		j	\$ -
3	Project Engineer/Manager/Scientist	Per Hour			5 -
4	Staff Engineer/Scientist	Per Hour			S -
Sя	Threshold Inspector, P.E., Senior Inspector	Per Hour			5 -
5b	Threshold Agent	Per Hour			\$ -
6	Roof Installation / Meterials Inspector	Per Hour			\$.
7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour			\$ -
8	Environmental Technician	Per Hour		ĺ	5 -
92	Senior Engineering Technician	Per Rour			\$ -
Уb	Engineering Technician	Per Hour			\$ -
10	Certified Radon Specialist	Per Hour			\$ -
	SUPPORT SERVICES				
11	CADD Operator	Pet Hout			\$ -
12	Technical Secretary	Per Hour			\$ -
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour			\$.
14	Subcontracting Costs	Markup (%)		0%	
15	Supplemental Services Multiplier	Multiplier		N/A	
	The state of the s	Section 1		- Table 197	

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 (Pse-Construction) with copy to the Purchasing Agent (Construction).

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

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building S Fort Landerdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Fata Community Many)	Make Out-144-4. (Date of Cubmission Hand
Name: (Enter Company Name Here)	Date Submitted: (Date of Submission Here)
Subconsultant (Enter Subconsultant Company Name Here)	Subconsultant (Enter Subconsultant Role Here)
Name: Parter Substitution Conducty reams resel	Role: (Enter Education Role Here)

ITEM NO.	DESCRIPTION	UNIT I	TAW RATE MULTIPLIER TO
9-528-678-658-68	ENGINEERING / ENVIRONMENTAL SERVICES	Sign marriemersellerikerister	
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour	\$
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour	\$
3	Project Engineer/Manager/Scientist	Per Hour	
4	Staff Engineer/Scientist	Per Hour	S
5a	Threshold inspector, P.E., Senior Inspector	Per Hour	S .
5b	Threshold Agent	Per Hour	\$
7	A.C.I. Certified Technician (minimum Field Level 1)	l'er Hour	\$
8	Environmental Technician	Per Hour	\$
9a	Senior Engineering Technician	Per Hour	\$
9b	Engineering Technician	Per Hour	\$
	SUPPORT SERVICES		
11	CADD Operator	Per Haur	J s
12	Technical Secretary	Per Hour	5
13	Maintenance of Traffic (MOT) (Personnet)	Per Hour	S



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Landerdale, Florida 33311

Attachment 1 (764) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Name: (Enter Company Name Here)

Date Submitted: (Date of Submission Here)

ubconsuitant Namo:	(Enter Subconsultant Company Name Here)	Subconsultant (Enter Subconsultant Role Here)	
ITEM NO.	DESCRIPTION	UNIT	RAW RATE MULTIPLIE	R TOTAL RATE
ARREST STATE	ENGINEERING / ENYIRONMENTAL SERVICES			
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour		S
2	Scnier Engineer, P.E./Senjor Geologist, Principal Geologist	Per Rour		\$
3	Project Engineer/Manager/Scientist	Per Hour		\$
4	Staff Engineer/Scientist	Per Hour		S
52	Threshold Inspector, P.E., Senjoy Inspector	Per Hour		5
55	Threshold Agent	Per Hour		S
7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour		1 \$
8	Eavitonuscutal Technician	Per Hour		5
9a	Senior Engineering Technician	Per Hour		3
9b	Engineering Technician	Per Hour		5
	SUPPORT SERVICES	<u> </u>		87888 X 1970
11	CADD Operator	Per Hour		\$
12	Technical Secretary	Per Hour		S
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour		



The School Board of Broward County, Fiorida Office of Facilities Construction 2301 BW 26th St., Building 8 Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company Name: (Enter Company Name Here) Date Submitted: (Date of Submission Here) Name: [Enter Company Name Here]

Subconsultant (Enter Subconsultant Company Name Here)

Subconsultant (Enter Subconsultant Company Name Here)

Rame: [Enter Subconsultant Role Here]

ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL RATE
Averanyeese	ENGINEERING / ENVIRONMENTAL SERVICES	5550457657653			
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour			\$
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour			S
3	Project Engineer/Manager/Scientist	Per Hour			S
4	Staff Engineer/Scientist	Per Roor			\$
5a	Threshold Inspector, P.E., Senior Inspector	Per Hour			\$
5b	Threshold Agent	Per Hour			\$
7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour			\$
8	Environmental Technician	Pet Hour			\$
9a	Senior Engineering Technician	Per Hour			\$
9b	Engineering Technician	Per Hour			S
	SUPPORT SERVICES	AND STREET		<u>Will</u> erenne (WW)	
11	CADD Operator	Per Hour			5
12	Technical Secretary	Per Hour			\$
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour			•



The School Board of Breward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Date Submitted: (Date of Submission Here)

Company Name:	Geotechnical Engineering Scope of Services and SBRC No (Enter Company Name Here)	Date Submitted; (Date of Submission Here)					
ITEM NO.	DESCRIPTION	UNIT	PERFOMREO IN LAB (L), FIELD (F), or BOTH (II)		IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE	
	GEOTECHNICAL EXPLORATION SERVICES	All investigations of			70:04pm,039,440	800038800000000	
16	Mobilization/Demobilization - Drill Rig & Crew						
J6a	Mobilization/Demobilization - Drill Rig & Crew (Truck Rig)	Lump Sum					
16b	Mobilization/Demobilization - Drill Rig & Crew (Track Rig)	Հաութ 5ստ					
16c	Mobilization/Demobilization - Drill Rig & Crew (Mud Bug Rig)	Lump Som	"I"				
16d	Mobilization/Demobilization - Drill Rig & Crew (Mini Rig)	Lump Sum	7		1		
16c	Mobilization/Demobilization - Drill Rig & Crew (Tri-pod)	Lump Sum		-			
17	Standard Penetration Test Borings (ATSM D-1586), Truck Rig, Track Rig, or Mud Hug Rig	Converse of the Contract of Co	signistration and the				
17a	8 - 50 Foot Depth Interval	Per L.F.	T				
17b	51 - 100 Foot Depth Interval	Per L.F.			<u>-</u>		
17e	101 - 150 Foot Depth Interval	Per L.F.					
18	Auger Borings (Drill Rig - ASTM 4700)						
18a	C - 50 Foot Depth Interval	Per L.F.					
18b	51 - 100 Foot Depth Interval	Per L.F.]		
18c	101 - 150 Foot Depth Interval	Per L.F.					
19	Cone Penetration Testing	700000000000000000000000000000000000000			Naji4,44,3554)		
19a	0 - 50 Foot Continuous Data Sampling	Per L.F.			T		
19b	51 - 100 Foot Continuous Data Sampling	Per L.F.					
19c	101 - 150 Foot Continuous Data Sampling	Per L.F.	1		T		
20	Undisturbed Samples (Shelby Tubes)	7.50.20000000000000000000000000000000000			9007555557		
202	0 - 50 Fout Depth Interval	Per Sample				1	
20b	51 - 100 Foot Depth Interval	Per Sample	<u> </u>				
21	Temporary Casing (3 or 4-inch Casing - indicate which size(s) is bring offered)	000000000000000000000000000000000000000					
21a	0 - 50 Fect	Per L.F.			1	I	
216	51 - 100 Feet	Per L.F.					
2Jc	101 - 150 Feet	Per L.F.				<u> </u>	
22	Temporary Casing (6-inch Casing)						
22*	0 - 50 Feet	Per L.F.			1	1	
22b	\$1 - 190 Feet	Per L.F.	<u> </u>				
22c	101 - 150 Feet	Per L.F.					
23	Muck Prubing	7275860000000					
23a	2-Man Crow	Per Hour	T		T	1	
23b	3-Map Crew	Per flour	· · · · · · · · · · · · · · · · · · ·		1		
24	Permeability Tests - Field (Extiltration up to 15 Ft)	Per Test			1	1	
25	Field Instrumentation Equipment	Upon Request				<u> </u>	
26	Drill Service from Floating Platform	Upon Request					
27	Rock Coting (Trunk Mounted)					\$15,647,517,617,617,617	
270	0 -50 Foot Depth Interval	Per L.P.	1	I	1	1	
275	51 - 100 Foot Depth Interval	Per L.E.	f	· · · · · · · · · · · · · · · · · · ·	-f		
2/0	24 - 100 Line Delait (dictain	1014617				<u> </u>	

276 51 - 100 Foot Depth Interval
The School Board of Broward County, Florida
Geotechnical Engineering Scope of Services and Unit Pricing
February S, 2018

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The School Board of Broward County, Fierida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Fierida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company	(Enter Company Name Here)			(Date of Submission He		er merenen en s	
FTEM NO.		DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	PROVIDING SERVICE
27c	101 - 150 Foot Depth Interval		 Per L.F.				

The School Board of Broward County, Florida Geolechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Plotida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company	Geotechnical Engineering Scope of Services and SBEC Ne	Date Submitted: (Date of Submission Here)						
Name:	(Enter Company Name Here)							
ITEM NO.	DESCRIPTION	ONIT	PERFOMRED IN LAB (1), FIELD (F), or BOTH (8)	RATE	EV-HOUSE SERVICE (Y/N)	LIST SIM/SUBS PROVIDING SERVICE		
	GEOTECHNICAL EXPLORATION SERVICES - CONTINUED	700000000000000000000000000000000000000		<u> Panjarangan ka</u>	<u> </u>			
28	Fillable Potosity	775557500000000						
28a	3" Casing	Per L.F.			<u> </u>			
28b	4" Casing	Per L.F.						
29	Grant Boreholes (U + 50 Feet)	Per L.F.						
30	Site Clearing Supervision	Per Hour			···· [
31	Welt Development/Monitoring							
3la	Well Development up to 20'	Per Flour			·			
316	Well Development up to 40'	Per Hour						
31c	Monitoring Well 2" Diameter (up to 55')	J;ac <u>h</u>						
314	Concrete Pad Lock Above Ground	Pach						
31¢	Concrete Pad Flush to Ground with Lock	Fach						
32	Decontamination of Equipment	Per Hour						
33	Extra Spiti Spoons (Trunk Mounted)	THE STATE OF THE S				100000000000000000000000000000000000000		
33a	0 - 50 Fecu	Per Sample						
335	\$1 - 100 Feet	Per Sample	7					
34	Ground Penetrating Rador (GPR) (No mobilization)	Per Day						
35	Pile Testing & Muniporing							
35a	EDC Equipment	Each						
35h	EDC Equipment Mobilization	Day						
35c	PDA Equipment	Fach				···		
35d	PDA Equipment Mobilization/Demobilization	Day						
35e	Monitoring PDA	Per Hour						
350	Pile Installation Observation	Per Heur						
35g	CAPWAP Aprilysis	Day						
35h	GRLWEAP Analysis	Each	T					
36	TIP Equipment Mobilization	Each	1		J			
	Additional Tests	74440 K 1 6540				A 55,000 (10,000)		
37a	Sitsmograph & Sound Level Meter	Per Day	T					
37b	Vibration & Noise Monitoring (Equipment only)	Per Day	 					
37c	Static Load Test	Per Test	-f		 			



The School Board of Eroward County, Florida Office of Pacilities Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Name:	[Enter Company Name Here]	Date Submitted	Date Submitted: (Date of Submission Here)				
ITEM NO.	DESCRIPTION	UNIT	FERFOMRED IN LAR (L), FIELD (F), by BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE	
	ENVIRONMENTAL SERVICES	\$865-1787 \$400-1765		yydoriaŭ estelj		Alegrovage beerin	
39	OVA Rentat	Per Day					
40	Groundwater Sample Analysis by EPA	Each	L_""	·			
41	Soil Sample Analyzed for EPA Methods	Pach					
42	Encore Samples, Low Level Soil Somple	Each					
42a	VOCs by EPA Method 8260	Each					
42b	SVOCs by EPA Method	Euch					
42c	PAHs SIM by EPA Method 8270	Each					
42d	RCRA 8 Metals by EPA Method 6010	Each					
42 ₅	Mutals By EPA Metand 6010	Each					
42r	TRPH by FL-PRO	Each					
	LABORATORY TESTING						
43	Allerberg Fimits			<u> </u>	<u> </u>		
43a	Liquid Limit and Plustic Limit	Per Sample					
44	Grain Size Distribution	Per Sample					
45	Percent Fines (Wash No. 200 Sieve)	Per Sample					
46	Hydrometer Analysis with Gmin Size Distribution	Per Sample					
47	Organic Content Determination	Per Sample		<u></u>			
48	Moisture Content	Per Sample					
49	Specific Gravity (fine aggregate/soil)	Per Sample					
50	Specific Gravity (coarse aggregate)	Per Sample	T				
51	Consolidation	Per Sample					
51z	With Hysteresis Loop	Per Loop					
52	Permeability Tests - Laboratory						
52a	Granular Soil (Constant Head)	Per Sample	T				
52b	Cohesive Soft (triaxial, back pressure saturated)	Per Sample]	J	
53	Unconfined Compression Tests	Per Sample					
54	pft	Per Sample					
55	Resistivity	Per Sample	1				
56	Chlorkle	Per Samplo					
57	Sulfate or Sulfide	Per Sampto			 		
58	Corrosion Resistance (pH, R, Cl, Su)	Pet Sample					
59	Turbidity (sample FOB laboratory)	Per Sample			<u> </u>		
60	Rock Care Testing	SEASON DESCRIPTION					
60a	Unit Weight	PerSample)		<u> </u>		
60b	Unconfined Conpression Tests	Per Sample					
ú0c	Splinter Tensile Tests (Minimum of 3)	Per Sample			 		
	Rock Core Roxes	Per Sample					

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Wolf Pricing Enbruary 5, 2018

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The School Board of Broward County, Fiorida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdaie, Filoida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Name:	[Enter Company Name Here]	Date Submitted: (Date of Submission Here)					
TTEM NO.	DESCRIPTION	דואט	PERFOMRED IN LAB (L), FIFLD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE	
	SOILS TEST ING			210004VXVXY4900			
61	Field Density Tests (Minimum 5 tests) (ASTM D1556-90 - Method D)	Per Test	7				
62	Limerock Bearing Ratio (LBR)	Per Sample					
63	Standard or Modified Proctor (ASTM D698 or D1557-91)	Per Sample					
64	Double King Inditropeler Test	Per Test					
65	Soil-Cement, Field Inspection and Testing	Per Hour)				
66	Soil-Cement, Laboratory Design Mixes (FOB Inhoratory, FDOT Method)	Per Mix					
67	Soil-Cement, Laboratory Design Mixes (FOR Laboratory, PCA Short Cut Method)	Per Mix					
68	Soil-Cement Compressive Strength (3 Pills)	Per Set					
68a	Each Additional Pill	Each					
69	Soil-Coment Field Proctor	Each					
70	Relative Density Test (Minimum - Maximum)	Per Test					
71	California Bearing Ratio	Per Sample					
72	Soil Plate Load tests (ASTM)	Per Test					



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Bulding 8 Fort Lauderdale, Florida 23311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company (Enter Company Name Here). Name: Date Submitted: (Date of Submission Here).

пем по.		DESCRIPTION		PERFOMRED IN LAB (L), F(ELD (F), or BOTH (II)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUBSUBS PROVIDING SERVICE
	CONCRETE TESTING SER	WICES		gerenven beseivere			yngwyddygddileo
73	Mold, Transport, Cure, and Tes						
73a		x 8" Cylinder. (Concrete Temperature Test and Slump Test, sts per C39 using C617 or C1231) (Set of 3)	(Per ASTM C31 Per Set				
73b		x 12" Cylinder, (Concrete Temperature Test and Slump Ter th Tests per C39 using C617 or C1231) (Set of 3)	t) (Per ASTM Per Set				
73c	Waiting Beyond 1 Hour of A	Arrival at Site	Per Hour .				
73d	Exim Slump Test (ASTM C	143)	Per Test				
73e	Air Content Volumetric Met	thed (ASTM C231)	Per Test				
73.5	Unit Weight and Relative Yi	ield of Fresh Concrete	Per Test				
74	Concrete Cylinders - Compress	sina Testa	1440.0000000000000000000000000000000000				
742	Compression Tests of 6" x 1	2" Cylinders	Per Cylinder				I
74b	Compression Tests of 4" x 8	P* Cylinders	Per Cylinder		T		
74c	Lightweight Concrete Wet D	Density Test (ASTM C495)	Per Cylinder				
74d	Lightweight Controle Therm	and Transmission Test (ASTM C177)	Per Test			<u> </u>	-
75	Flexural Beams		Per Beam		1		·
76	Concrete Coring		\$750 X 250 X				
76a	Mobilization for Coring		Per Trip		ï		<u> </u>
76b	Obtaining and Testing Conc.	rete Cores	Each		T		
76c	Patching Cored Holes		Each				T
77	Concrete Ready Mix Plant or J.	ob Inspection	Per Hour				
77a	Sieve Analysis, Fine Aggree	ate	Per Sample				
775	Sieve Analysis, Coarse Aggr	regate	Per Sample		T		
77e	Absorption		Per Sample				I
77d	Specific Gravity		Per Sample		T		
77e	Unit Weight		Per Sample				
771	Material Finer than No. 200	Sieve	Per Sample	<u> </u>	i	7	
77g	Organic (Colometric ASTM	C40)	Per Sample				
77b	Los Angeles Abrasion		Per Sample		1		<u> </u>
771	Soundness (5 cycle)		Per Sample				
78	Floor Platness/Levelness		V/////////////////////////////////////				31773 D. S.
78a	Equipment Charge		Each	···	T		T
78h	Up to 29,000 Square Feet		Each		T		i'''''
78c	From 20,000 Square Peet to	40,000 Square Feet	Each				T
784	Greater than 40,000 Square I	Feet	Each		 		
79	In-Situ Testing (Swiss Hammer		Per Hour				
79a	Windsor Probe Shots		Per Shot	 	<u> </u>		T
			A TOTAL AND THE AND THE			de de la Calabara de	
80 J	Moisture Emissions						

The School Board of Broward County, Eloyida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building B Fort Landerdale, Florida 33311

Attachment 1 (754) 321-1509

Geotechnical Engineering Scope of Services and SBEC Negotiated Unit Prices

Company (Enter Company Name Here)			(Date of Submission			
ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (1.), FIELD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUBSUBS PROVIDING SERVICE
80b Moisture Emissions per Hour		Per Hour				

The School Board of Broward County, Florida Geotechnikal Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Beard of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company (Enter Company Name Here) Name: (Date Submitted: (Date of Submission Here)

ITEM NO.	DESCRIPTION	UNIT	PERFOMEED IN LAB (L), FIELD (P), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUBSURS PROVIDING SERVICE
74603185894	MASONRY TESTING SERVICES					
81	Compressive Strength (ASTM C140) lab only	Each				
82	Absorption and Moisture Content (ASTM C140)	Fach				
83	Linear Shrinkage Tests of Concrete Block (ASTM C426) (Set of 3)	Per Set				
B4	Compressive Strength of Hollow Masoury Prisms	Per Prism				
85	Compressive Strongth of Growted Masonry Prism (ASTM C109)	Per Prism				
86	Mortar Cubes	Per Cube	<u> </u>		1	
87	Mortar Mix Design (ASTM C270)	Each				
88	Prisms Tests (ASTM C1314)	Per Prism		<u>. </u>		
	ASPITALTIC CONCRETE TESTING SERVICES					
89	Asphalite Concrete Plant Inspection	Per Hour		<u></u>		
90	Extraction and Gradation	Per Sample				
91	Marshali Stability (FOB Laboratory)	Per Set		i		
92	Coring Payement to Obtain Density and Thickness Samples	Per Sample	"			
93	Laboratory Testing of Asphaltic Cores for Density	Per Core				
(X) 100 X (X)	STRUCTURAL STEEL/METALS/INSPRCTION SERVICES	TERRORE CONTRACTOR				
94	Inspection of Structural Steel and Fireproo(ing (Weld, Bolts, Decking)	Per Hour	···	L		
95	Senior Certified Welding Inspector (SCWI)	Per Hour				
96	Centified Welding Inspector (CWI)	Per Hour				
97	Non-Destructive Testing Equipment Usage Charge					
97a	Ultrasonic	('er Day				
97b	Magnetic Particle	Per Day				
97e	Dye Penetront	Per Day				
98	Reinforcing Steel Inspector	Per Hour				
98a	Equipment Usage (Le. Pochometer)	Per Hour		L		L



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Bullding B Port Landerdale, Florida 35311

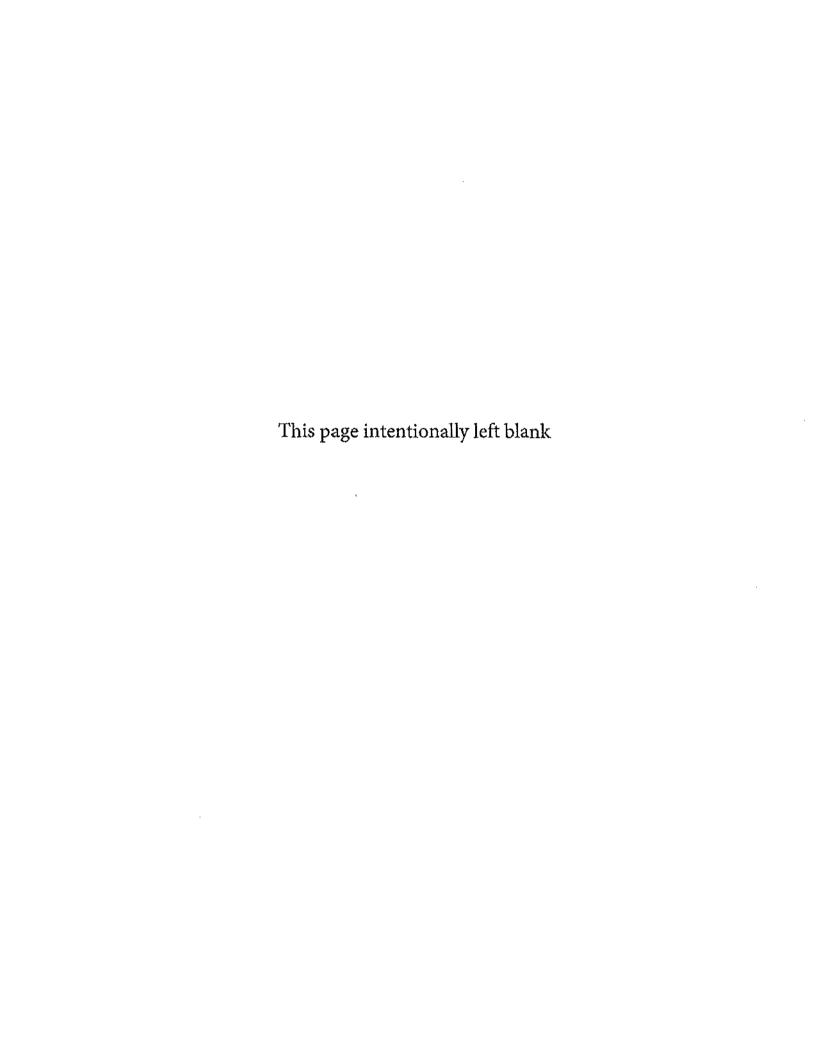
Attachment 1 (754) 321-1500

119A(NO.) 120 TREPCRIOR STRING STRIVICES 99 Impercion and Analysis of Built-Up Roofing 99 Analysis of Taxishing Built-Up Roofing Component (ASTM D3617)—Culting and Patching by Contractor 990 Analysis of Taxishing Built-Up Roofing Component (ASTM D3617)—Culting and Patching and Analysis of Taxishing Built-Up Roofing Components (ASTM D2829)—includes Temp. Parthing and Mokiuter Petersing Built-Up Roofing Components (ASTM D2829)—includes Temp. Parthing and Mokiuter Intractor Theoretical Patching and Infrared Theoretical Patching of CMU Filled Cells & Mokiuter Intrakion - Equipment Change 994 Infrared Theoretical Patching Strivices 995 Soldering Point Tax (ASTM D40) Soldering Point Tax (ASTM D40) 100 Comparation Texting 100 Comparation Texting 101 Comparation Texting 101 Cange Makhod (Astinium 4 texts per visit)	UNIT PERFUDITION RATE SERVICE (YS) PROVIDING
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102 Freid Standby Time per Technician	Per Libur
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104 Asphalt Plant Coauni	Perliqui
105 Asyhalt Coring	
105a Asphult Coring (Depth, Density) - 4"	[Sach
105th Patch Corn Hole (apphalt) - 4"	Each
10Sc Pach Core Hole (apphalt) - 6"	Each
106 Astidal Foine Found Fest (ASTM 36)	Per 1 24
107 Depth Deserminations (Base, Sub-base)	Elach
108 Maintenance of Traffic (MOT) (Equipment)	Per Hour

Note 2: These rares will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable), state adjustments will be approved by the Office of Pacifilies & Construction).

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

ű



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		Date:
(Name)		
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 E	Billed This Invoice	e Balanc	e
Basic Services	\$	\$	\$	\$	
Reimbursable	\$	\$	\$	\$	
Total:	\$	\$	\$	\$	

BASIC FEE TOTALS:

Period	Fee	Previously B	illed	This Invoice Balance	
From to dates	\$	\$	% \$	% \$	%
	\$	\$	% \$	% \$	%
	\$	\$	% \$	% \$	%
	\$	\$	% \$	% \$	%
	\$	\$	% \$	% \$	%
Other Services	\$	\$	% \$	% \$	%
Total Previously Bi	led:	\$			
Total Amount This	Invoice:		\$		
Total Balance:					\$

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



The School Board of Broward County, Florida Florida Facilities and Construction Management Department 2301 NW 26th Street Fort Lauderdale, FL 33311 (754) 321-1500

Design Professional's Reimbursable Invoice

Project No: Facility Name: Invoice No: Project Title: SBBC PO No. Design Professional's: ATP No. Remit to address: Invoice From: Project Manager: Item No. Date Reimbursable Item Amount Invoice Total Receipts for each Item must be attached. \$ **Current Contract Amount:** Total This Invoice: Total Previously Billed: Total Balance: Submitted By: Name: Certified By: Name: Title: Recommended By: Approved By: Name: Title:

Name: Title: Date:

(Signature)

Project Manager Date:

(Signature)

Title: Date:

(Signature)

Date:

(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

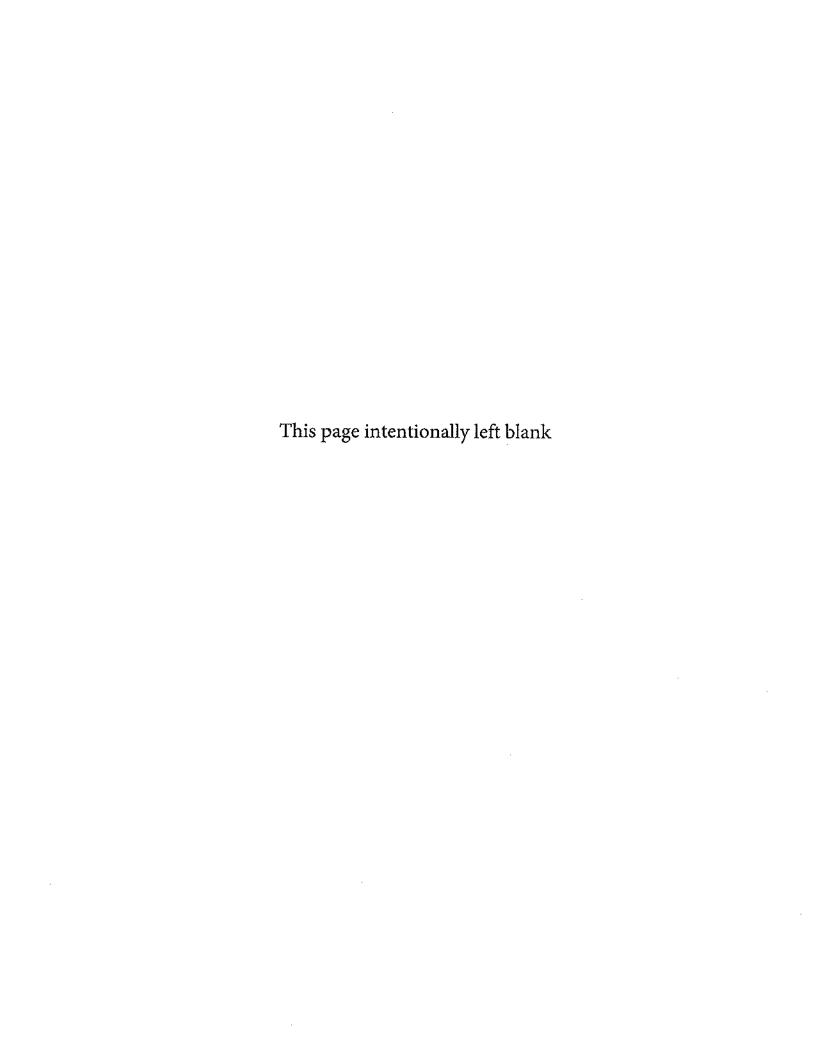
- 3.1 Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.
 - 3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example survey sheets)
- 3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.
- 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:

754-321-1932

Facility Planning and Real Estate 600 SE 3rd Avenue, Fort Lauderdale, FL 33312

- 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.





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

(754) 321-1500



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_Na	AME OF PROJECT	
Facility Name:	NAME OF SCHOOL		
Project Consultar	nt: NAME OF ARCHITECTURAL VENDOR		
The required pro	ect schedule milestones for this project are presented below. (Man	datory) Date Required Or Estim	atad Tima Pariod
ACTIVITY		Start	Finish
Phase I - Scope \	/alidation – 14 Calendar Day	Day I	Day 14
•	tic Design Submittal (30% CDs) – 30 Calendar Days	Day 15	Day 44
	view - 7 Calendar Days	Day 45	Day 51
Phase II - Design	Development Submittal (60% CDs) - 30 Calendar Days	Day 52	Day 81
Phase II - Plan Re	eview – 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 / R	le-Submittal to Bidg Dept – 14 Calendar Days	Day 219	Day 232
Bldg Dept Folloy	v-up Review – 14 Calendar Days	Day 233	Day 246
Plan Approval -	0 Calendar Days (See Note 2)	Day 246	Day 246
Procurement & A	ward - 90 Calendar Days	Day 247	Day 336
Construction Thr	ough Close-out (Contract Administration) - 365 Calendar Days	Day 337	Day 701
	proval of GMP (See PSA Article 2,6-1)		
Warranty - 365 (Calendar Days	Day 702	Day 1066
Notes:	•	- I	-
1.	Day 1 = One (1) calendar day after fully executed Authorization mutually agreed upon start date with SBBC Owner's Representat 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 Arc	chitectural /
	Engineering Se	ervices from NAME OF	VENDOR ARCHITECT?ENGINEER dated	2017
	(Revised	, 2017 and	,2017) and the milestones shall be incorporated	into the Project
	Design Schedu	le prepared by the Project	ct Consultant as required by Article 2.2.5.8 of the PS	A.



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)

Professional Fees

Project No. & Location No.:

P.##### ##### Project Title: GOB SCOPE NAME

Facility Name:

NAME OF SCHOOL

Project Consultant: NAME OF VENDOR A/E

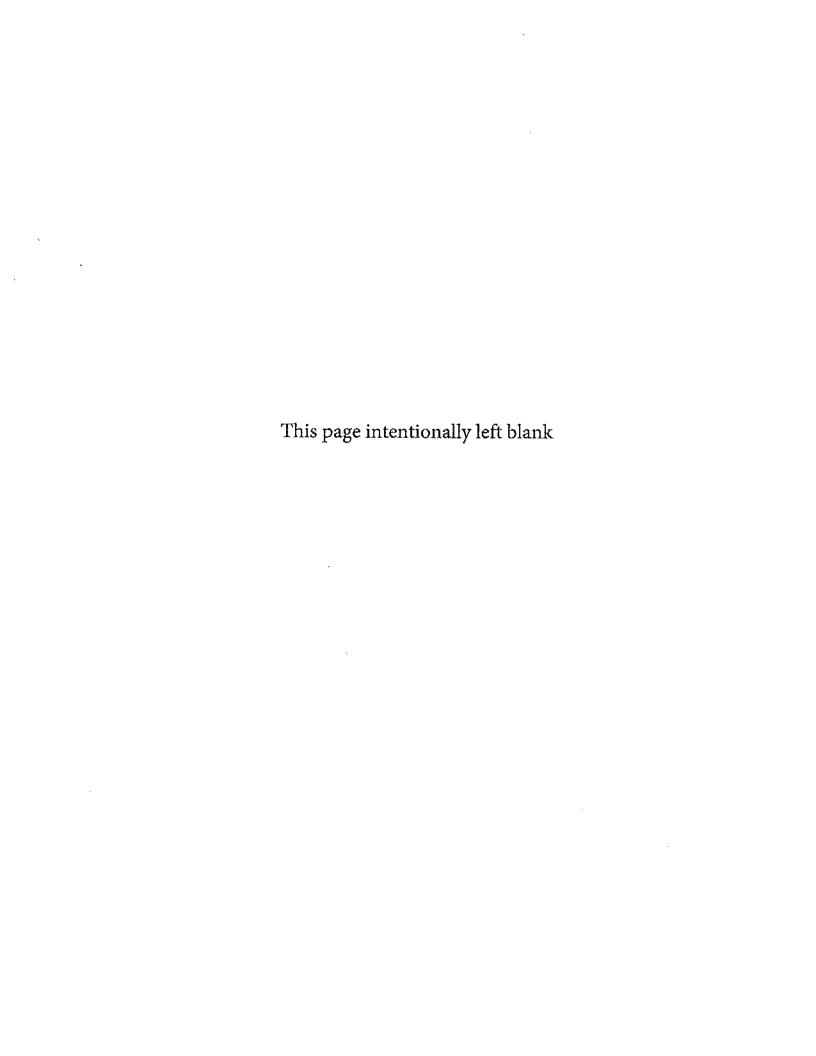
Project Consultant: NAME O	F VENDOR A	VE						
Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance		
I - Schematic Design (30% CDs)	\$#####.00	\$########	100.0%	\$0.00	0.0%	\$0.00	0.0%	
II - Design Development (60% CDs)	\$#####,00	\$#########	100.0%	\$0.00	0.0%	\$0.00	0.0%	
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 Consultan	nt	Certifi	ed By SBBC			
Name: Name: Shelley N. A			Shelley N. Meloni	I. Meloni		
Title:		Title:	Director, Pre-Const	truction		
Signature:	Date:	Signatu	re:	Date		
Recommended By SBBC	C	Appro	al by SBBC			
Name:			Name;			
Title: Project Manager	Program Director	Title:		——————————————————————————————————————		
Signature:	/ Date:	Signata	re:	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.

The School Board of Broward County, Florida Professional Service Agreement (07-25-12 MA)



Design and Professional Consulting Staff

Prime Firm:

RADISE INTERNATIONAL, L.C.

Name	Title	Role	Time Commitment	Florida professional license	Email Address	
Achyut K. Allady,PE	CEO	Professional Engineer	10%	52845	kumar.allady@radis	e.net
Gregory Stelmack, PE	V.Pres.	Professional Engineer	20%	70556	gregory.stelmack@r	adise.net
Panneer Shanmugan, PE	V. Pres.	Professional Engineer	20%	39762	panneer.shanmugan@	radise.net
Thomas Mullin, PE	V. Pres	Professional Engineer	20%	57006	tom.mullin@radise.	net
Aneesh Goly, PE	Dir.of Operations	Professional Engineer	20%	83209	agoly@smart-struct	ıres.com
Andrew Nixon, PE	Dir.of Operations	Professional Engineer	20%	43366	andrew.nixon@radis	e.net

Subconsultant:

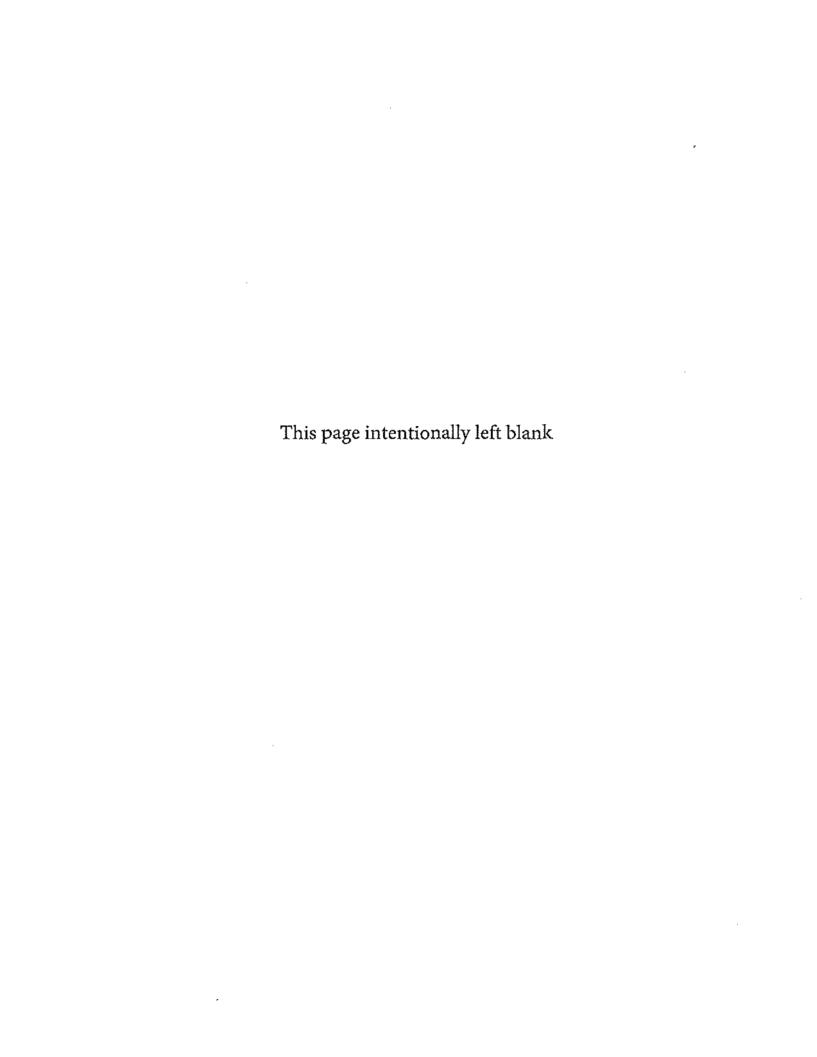
Name	Title	Role	Time Commitment	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address
					 -

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address
				6.00	





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:			
Location No:			
Project Title:		VI.	
Facility Name:	_		

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

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

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

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

STATE OF FLORIDA	
COUNTY OF PALM BEACH	
Before me, the undersigned authority,	personally appeared
ACHYUT K. ALLADY	
sworn, made the following statement:	who, being by me first duly
1. Contractor Name:	RADISE INTERNATIONAL, L.C.
Address:	4152 WEST BLUE HERON BLVD, SUITE 1114 RIVIERA BEACH, FLORIDA 33404
2. My relationship to the Contractor named in (1) above is:	CEO
	(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)	
PROCEED. The above-named Contractor present Section 1012.465, Florida Statute	ently complies fully with the requirements set forth in es to the extent that all contractual personnel to be sid HAVE met Level 2 Screening requirements set forth es.
BY: Ashyt.	DATE: 05/16/2018
NAME (Printed)ACHYUT K. ALLADY, P.E.	TITLE: CEO
Notarization	State of: FLORIDA)
	County of: PALM BEACH
Sworn to and subscribed before me, the un	ndersigned authority, by ACHYUT K. ALLADY, P.E.
who is personally known to me or did produce:	
an identification and who did take an	oath.
Notary Public:	Worah Sestion DEBORAH BESTOR
Commission Expires on:	/2019 Notary Public - State of Florida Commission # FF 245287 My Comm. Expires Aug 15, 2019 Bonded through National Notary Assn.

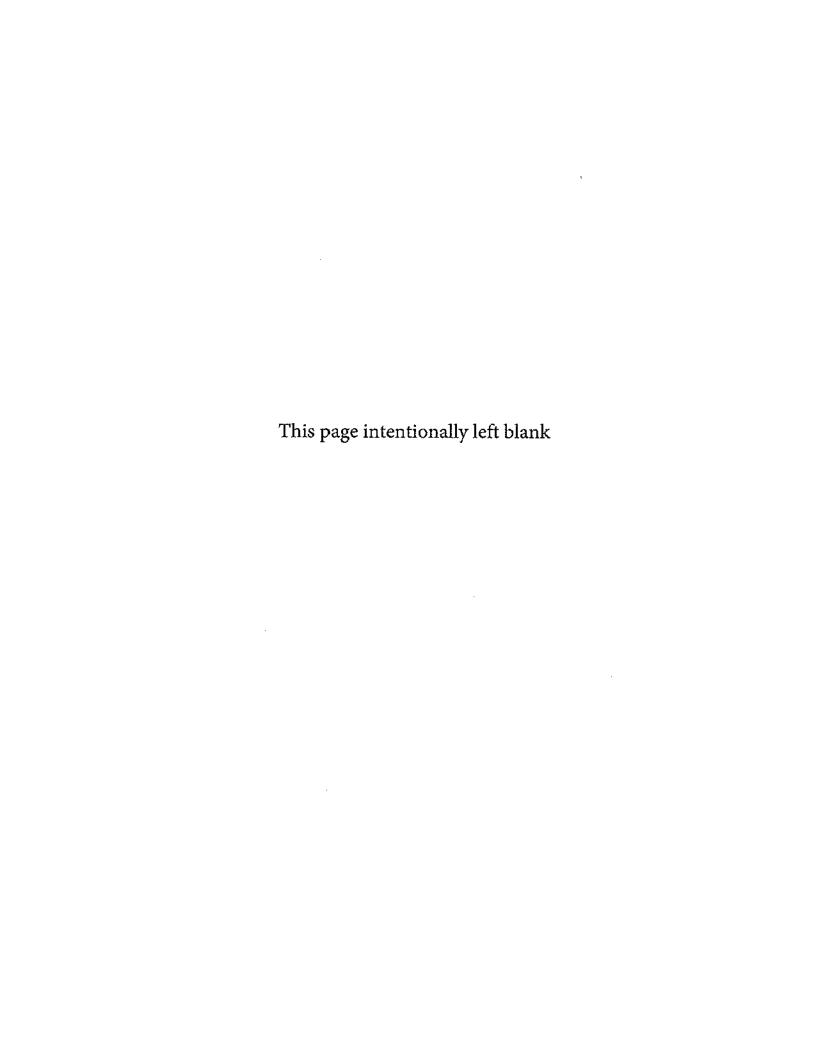
School Board of Broward County - Contractors & Vendors

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.



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

(Rev. December 2014)

Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

	1 Name (as shown on your income tax return). Name is required on this line; do n	not leave this line blank.									
	RADISE International, L.C.										
6	2 Business name/disregarded entity name, if different from above										
Print or type See Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the folio	Partnership corporation, P=partnership) > k the appropriate box in the li		/e for	Ex Ex CC (Ap)	rtair struc emp emp emp ode	n entitions of paye ption f	ies, no on pag ee cod rom F/	e (if any NTCA r	duats;) eporti	see
	7 List account number(s) here (optional)	· · · · · · · · · · · · · · · · · · ·	***************************************								
Par	Taxpayer Identification Number (TIN)										
_	your TIN in the appropriate box. The TIN provided must match the name	given on line 1 to avoid	So	çial s	ecuri	ty n	umbe	r	,.,,		
backu	up withholding. For individuals, this is generally your social security numb	er (SSN). However, for a			\neg	Ī				T	<u> </u>
	ent alien, sole proprietor, or disregarded entity, see the Part I instructions					-		-			
	es, it is your employer identification number (EIN). If you do not have a nul n page 3.	mber, see now to get a	or			i.			L	i	
	If the account is in more than one name, see the instructions for line 1 ar	nd the chart on page 1 for	plov	yer identification number					٦		
	in the account is in more than one hame, see the instructions for line 1 at lines on whose number to enter.	nd the chart on page 4 for								╡	
50,00			6	5	-	٥	7	8 !	8	3 7	·
Par										***************************************	·
Under	r penalties of perjury, I certify that:										
1. Th	e number shown on this form is my correct taxpayer identification number	er (or I am waiting for a nu	nber t	o be	issue	d t	o me)	; and			
Se	m not subject to backup withholding because: (a) I am exempt from back ervice (IRS) that I am subject to backup withholding as a result of a failure I longer subject to backup withholding; and										
3. I a	m 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 a	orrect								
Certif becau					. 44	udsi	ect to		kup wi		•
gener instru	fication instructions. You must cross out item 2 above if you have been use you have failed to report all interest and dividends on your tax return, st paid, acquisition or abandonment of secured property, cancellation of ally, payments other than interest and dividends, you are not required to ctions on page 3.	For real estate transaction debt, contributions to an i	ıs, iter ndivid	n 2 d ual re	oes r etirem	not nen	apply t arra	ngem	ent (IF	ιÃ), a	
gener	use you have failed to report all interest and dividends on your tax return. st paid, acquisition or abandonment of secured property, cancellation of ally, payments other than interest and dividends, you are not required to ctions on page 3. Signature of	For real estate transaction debt, contributions to an i	ıs, iter ndivid	n 2 d ual re ust pr	oes r etirem	not nen e yo	apply t arra	ngem	ent (IF	ιÃ), a	
gener instru Sign Here	use you have failed to report all interest and dividends on your tax return. ist paid, acquisition or abandonment of secured property, cancellation of ally, payments other than interest and dividends, you are not required to ctions on page 3. Signature of	For real estate transaction debt, contributions to an isign the certification, but y	is, iter individ ou mu	n 2 d ual re ust pr	oes retirem rovide	not nen e yo	apply tarra our co	ngem orrect	ent (IF TIN, S	A), a	e

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:

Future developments. Information about developments affecting Form W-9 (such

- . 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 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 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.
- 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.
- 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
- 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" (OBA) 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)(ii). 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 \$6,000 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				

¹See 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 lovestment 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 TIN, 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.
- 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:
Individual Two or more individuals (joint account)	The Individual The actual owner of the account or, if combined funds, the first Individual on the account
Custodian account of a minor (Uniform Gift to Minors Act)	The minor [®]
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' The actual owner
Sole proprietorship or disregarded entity owned by an individual	The owner ²
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 ElN of:
Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
 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

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.

- ⁵You must show your individual name and you may also enter your business or OBA 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 turnish 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 pertnerships 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.

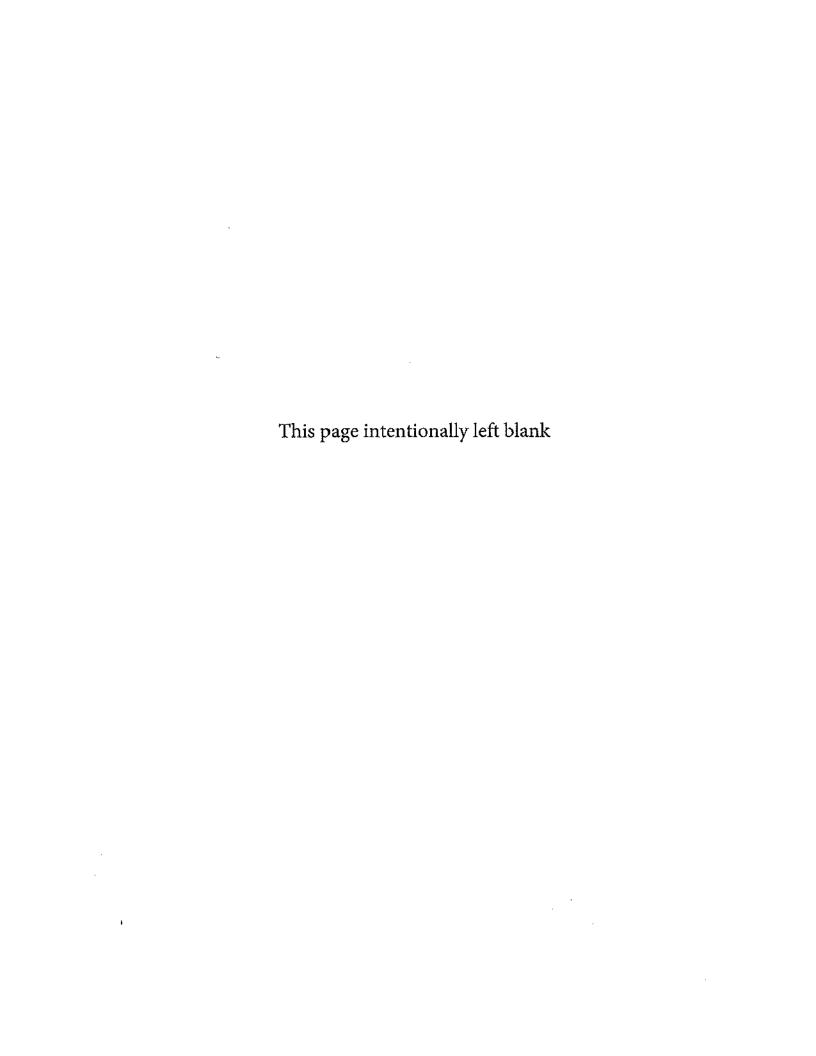
If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.govlidtheft 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.

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



The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

The format for the truth-in-negotiations certification is presented below.

The consultant must complete this attachment prior to contract processing:



PROJECT NAME: Continuing Contract for Geotechnical 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

16, May, 2018

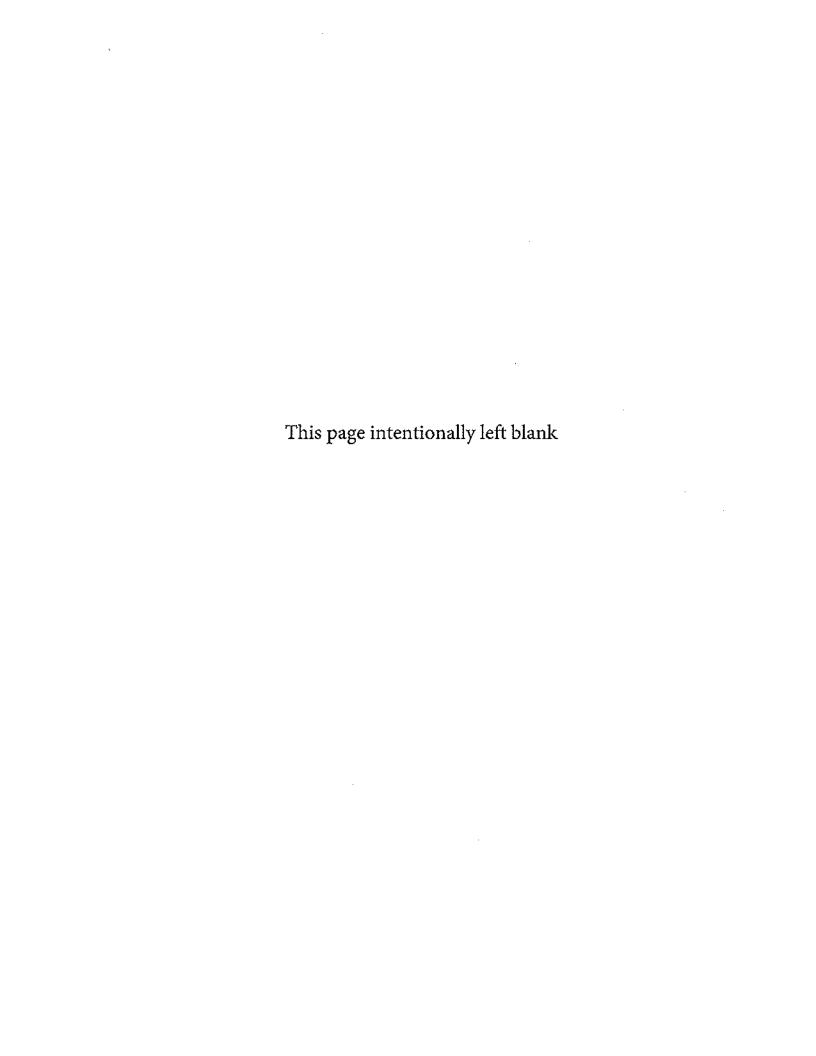
Day Month Year

FIRM: RADISE International, L.C.

PRESIDENT: Achyut K. Allady, P.E.

Bv:

Reference: Florida Statutes 287.055





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

VENDOR NAME: RADISE INTERNATIONAL, L.C.

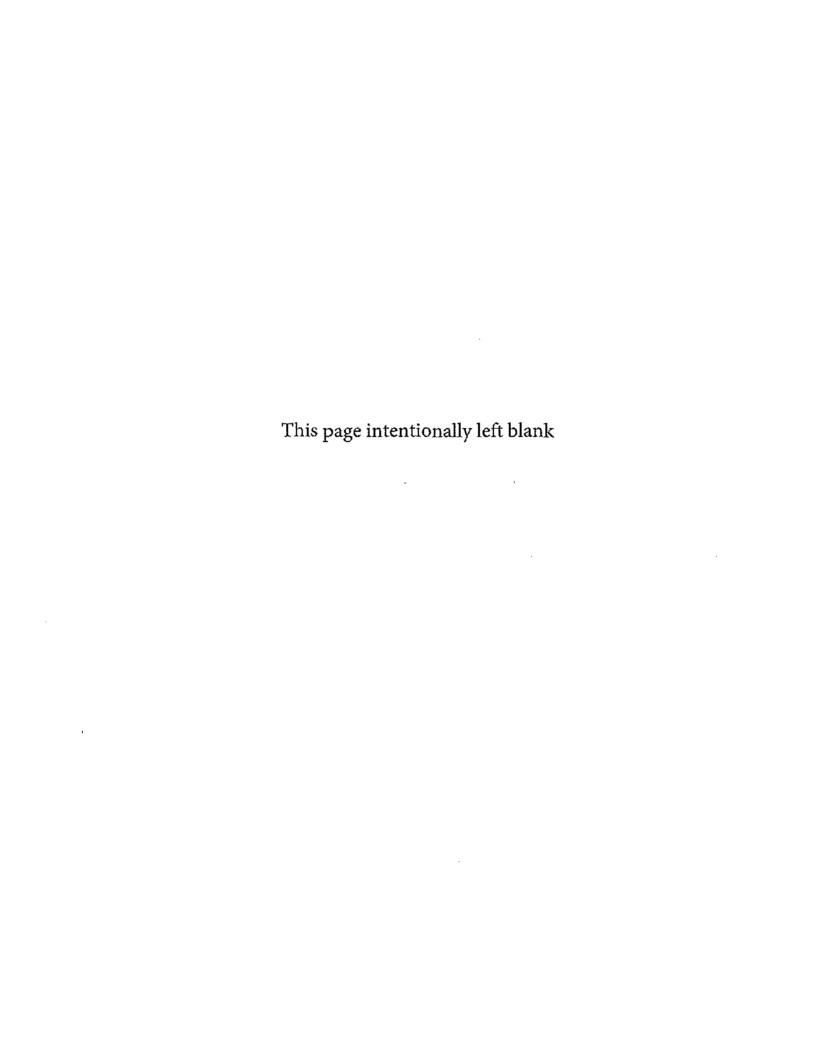
Authorization Agreement

I (we) hereby authorize <u>The School Board of Broward County</u> to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize <u>The School Board of Broward County</u> 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 Informat	ion	
Name of Bank or Finan	cial Institution: BB&T		444-144A
Branch/ State:	IBIS/FLORIDA		
Routing No:	263191387		
Account No:	100004452273	Checking ∑	Savings
VENDOR AREA: Remittance Confirmation (please select one)	ANNA GARCIA@RADISE.NET	Fax	Email
Federal Identification No. Vendor	65~0785837	TAX ID#	ss# □
	Update Purchase Order Fa	x & Email Address	
Centralized Fax Number	561-841-0104	Dept	٠
Centralized Email	GREGORY.STELMACK@RADISE.NET	Dept	ENGINEERING
Centralized Phone No.	561-841-0103	Dept	
	Signature		
Authorized Signature (Primary) and Business ti	tie: ACHYUT K. ALLADY, P.E., CEO	Date:	05/16/2018
Authorized Signature (Joint) and Business title:	\mathcal{O}	Date:	
Th	ease attach a VOIDED check to verify bank deta is form must be returned to: SBBC – Purchasin Oakland Park Blvd, Sunrise FL 33351 call: 754-3	g – Data Strategy Group	
	For Use by DATA STRA	TEGY GROUP	
Vendor Account#	Date Ente	ered Initials:	
Paged of Proyected County			



RFQ # and NAME RFQ #17-115C DESIGN PROFESSIONAL SERVICES Continuing Contract for Geotechnical 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
	6	

, , , , , , , , , , , , , , , , , , ,		
	4,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Check one of the following and sign:		
	nown persons employed by Proposer who are	also an employee of SBBC.
I hereby affirm that all known pe identified above.	sons who are employed by Proposer, who are	e also an employee of SBBC, have been
Ahnt.	RADISE INTERNATIO	NAL, L.C.
Signature	Company	y Name
Achyut K. Allady, P.	E. 4152 West Blue Heron	Blvd, Suite 1114
Name of Official	Business	Address
R	viera Beach, FL 33404	
	City, State, Zip Code	



LAB CERTIFICATIONS

CTOP CERTIFIED

TEAM

USACE Certified QA Managers







April 30, 2018

The School Board of Broward County, Florida

Procurement and Warehousing Services Department 7720 W. Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704

Attn: Ms. Shari S. Francis, Purchasing Agent III

RE: RFQ #17-115C / Continuing Contract for Geotechnical Engineering Services

Dear Ms. Francis,

RADISE International, L.C. (RADISE) is excited to be selected by The School Board of Broward County, Florida (SBBC) to provide Professional Services for the Continuing Contract for Geotechnical Engineering. We are confident that our knowledge, experience, and local presence will provide a significant value to the SBBC on this contract. RADISE has been providing these same services for over 20 years, and brings considerable experience managing School, County and City continuing contracts. We are eager to bring our experience and expertise to the SBBC's projects.

Minority Women Business Enterprise (M/WBE) Participation:

Responsible Office and Lab:

RADISE International, LC 3296 NW 9th Avenue Powerline Rd. Oakland Park, Florida 33309 FEIN #65-0785837

Certifications Include:

- ✓ School Board of Broward Co. S/M/WBE
- ✓ Broward Co. CBE
- ✓ State of Florida W/MBE
- ✓ FDOT DBE
- ✓SFWMD SBE

RADISE is certified Asian-Pacific American S/M/WBE with SBBC and as such is eligible for 100% participation on this contract.

Gregory J. Stelmack, P.E.

Respectfully submitted, RADISE International, L.C.

Vice President

Kumar A. Allady, P.E. Principal in Charge / CEO

Attachments:

- 1. Geotechnical Engineering Rate Worksheet
- 2. M/WBE Certificates





THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 West Oakland Park Boulevard • Sunrise, Florida 33351 • Office: 754-321-0505 • Fax: 754-321-0938

Procurement & Warehousing Services Mary Catherine Coker, Director www.browardschools.com The School Board of Broward County, Florida

Nora Rupert, Chair Heather P. Brinkworth, Vice Chair

> Robin Bartieman Abby M. Freedman Patricla Good Donna P. Kom Laurie Rich Levinson Ann Mutray Dr. Rosalind Osgood

Robert W. Runcle Superintendent of Schools

January 8, 2018

Radise International, L.C.
Ms. Vishalaxmi Allady
4152 West Blue Heron Blvd. Suite 1114
Riviera Beach, FL 33404

Dear Ms. Allady:

Broward County Public Schools (BCPS) Procurements & Warehousing Services Department is pleased to announce that your application for certification as a Small/Minority/Women Business Enterprise (S/M/WBE) firm has been approved. The certification is valid for a two-year period and is subject to review in order to verify continued eligibility. Your Certification information is as follows:

Certificate Number: 3330-00126 03

Certification Period: Jan 8, 2018 until January 8, 2020

Certification Status: Aslan-Pacific American

Service: Engineering Services

To view your firm's listing online, go to www.browardschools.com/sdop. BCPS needs S/M/WBE firms that are ready, willing and able to provide goods and services, and we encourage you to become an active bidder.

Should any change occur which may adversely affect the certification status of your company, please notify the Supplier Diversity Outreach Program Office within fifteen (15) calendar days. Failure to do so may result in decertification of your firm.

You will be notified 60 days in advance of your certification expiration date and your obligation to submit a complete Re-Certification Application. However, please know that it is your responsibility to assure continued certification with BSPS. Should you continue to be interested in certification after your Certificate has expired, you will be required to submit a Certification Application and all required supporting documentation for review.

Should you have any questions regarding your certification status with the SBBC, please feel free to contact Colleen Robbs, Coordinator or me at (754) 321-0505.

Sincerely,

Mary C. Coker, Director

Procurement & Warehousing Services

Enclosure

Procurement & Warehousing Services SUPPLIER DIVERSITY OUTREACH PROGRAM

THIS CERTIFICATE IS AWARDED TO

Radise International, L.C.

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS
SET FORTH BY THE SUPPLIER DIVERSITY OUTREACH PROGRAM OF THE
SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

CERTIFICATION

Small/Minority/Women Business Enterprise

(S/M/WBE)

Asian-Pacific American

ON THIS DAY January 8, 2018

Mary Catherine Coker
Director, Procurement & Warehousing Services

Certification #: 3330-00126 03

Expiration Date: 1/8/2020

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

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company RADISE International, L.C. Date Submitted: Monday, April 30, 2018

ITEM NO.	DESCRIPTION	UNIT	RATE	MULTIPLIER	TOTAL RATE
	ENGINEERING / ENVIRONMENTAL SERVICES				
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour	\$66.11	2.90	S 191.72
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour	\$63,46	2,90	\$ 184,03
3	Project Engineer/Manager/Scientist	Per Hour	5 40.87	2.90	\$ 118.57
4	Staff Engineer/Scientist	Per Hour	\$34.14	2.90	\$ 99.01
5a	Threshold Inspector, P.E., Senior Inspector	Per Hour	\$63.46	2.90	\$ 184.03
5b	Threshold Agent	Per Hour	\$37.99	2.90	\$ 110.17
6	Roof Installation / Materials Inspector	Per Hour	\$40.00	2,90	\$ 116.00
7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour	\$30.34	2.90	\$ 87.99
8	Environmental Technician	Per Hour	\$30.28	2.90	\$ 87.81
92	Senior Engineering Technician	Per Hour	\$30.34	2.90	\$ 87.99
9ъ	Engineering Technician	Per Hour	\$25.20	2.90	\$ 73.08
10	Certified Radon Specialist	Per Hour	\$43.00	2.90	\$ 124.70
	SUPPORT SERVICES				
11	CADD Operator	Per Hour	\$25,24	2.90	\$ 73.20
12	Technical Secretory	Per Hour	\$20.00	2.90	\$ 58.00
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour	\$26.00	2.90	\$ 75.40
14	Subcontracting Costs	Markup (%)		15%	
15	Supplemental Services Multiplier	Multiplier	3748/88/00 (Keleber)	N/A	
			No. of Contract	95.00	3 TO 10 TO 10

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.



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdele, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBEC Negotiated Unit Prices L.C. Date Submitted: Monday, April 30, 2018

Company RADISE International, L.C.

Name: RADISE International, L.C.

Subconsultant Name: Quest Engineering Services and Testing, Inc.

Subconsultant Role: Role:

ITEM NO.	DESCRIPTION	UNIT	RATE	MULTIPLIER	TOTAL RATE
\$464666454000000000000000000000000000000	ENGINEERING / ENVIRONMENTAL SERVICES	\$		90000000000000000000000000000000000000	
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour	\$60.00	2.90	\$ 174.00
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per flour	\$50.00	2.90	\$ 145.00
3	Project Engineer/Manager/Scientist	Per Hour	\$38.00	2.90	\$ 110.20
4	Staff Engineer/Scientist	Per Hour	\$35.00	2.90	\$ 101.50
5a	Threshold Inspector, P.E., Senior Inspector	Per Hour	\$55.00	2.90	\$ 159.50
5b	Threshold Agent	Per Hour	\$30.00	2.90	\$ 87.00
7	A.C.I. Certified Technician (minimum Field Level 1)	Per flour	\$25.00	2.90	\$ 72.50
8	Payironmental Technician	Per Hour	\$25.00	2.90	\$ 72.50
9a	Senior Engineering Technician	Per Hour	\$24.00	2.90	\$ 69.60
9b	Engineering Technician	Per Hour	\$19.00	2.90	\$ 55.10
100000000000000000000000000000000000000	SUPPORT SERVICES		<u>Cestilitation variable</u>		
11	CADD Operator	Per Hour	\$25.00	2.90	5 72.50
12	Technical Secretary	Per Hour	\$20.00	2.90	\$ 58.00
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour	\$19,00	2.90	\$ 55.10



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdalo, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company RADISE International, L.C. Date Submitted: Monday, April 30, 2018 Name:

TEM NO.	Description	ONET	Performed in Lab (L), Field (F), or Both (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUR/SUE PROVIDING SERVICE
32243255	GEOTECHNICAL EXPLORATION SERVICES	X6F 2065840769974950	W.0354449900986	2020×202+12222220	54444461234469	\$\$0807000
16	Mobilization/Demobilization - Drill Rig & Crew	7094960vcgd989e	Norway Woyders e		75%0480944975776	
164	Mobilization/Demobilization - Drill Rig & Crew (Truck Rig)	Lump Sum	ľ	\$395.00	Y	
16b	Mobilization/Demobilization - Drill Rig & Crew (Track Rig)	Հատր Sum	12	\$495.00	Y	
16c	Mobilization/Demobilization - Drill Rig & Crew (Mud Bug Rig)	Lump Sum	F	\$495.00	Y	
16d	Mobilization/Demobilization - Drill Rig & Crew (Mini Rig)	Lump Sum	j²	Cost + (%Markup)	N	
16e	Mobilization/Demobilization - Drill Rig & Crew (Tri-pod)	Lump Sum	F	\$395.00	Y	
17	Standard Penetration Test Borings (ATSM D-1586), Truck Rig, Track Rig, or Mud Bug Rig	A modification of A	alian kana kana kana kana kana kana kana k		djib ca rejeteriti	
17a	8 - 50 Foot Depth Interval	Per I.F.	F	\$18.00	Y	
17h	5) - 100 Foot Depth Interval	Per L.F.	ř.	\$20.00	Y	
17¢	101 + 150 Foot Depth Interval	Per L.P.	15	\$22.00	Y	
18	Auger Borings (Drill Rig - ASTM 4700)	100000000000000000000000000000000000000	eri Brenness (Streens)			13.525.11.11.11.15
18a	0 - 50 Foot Depth Interval	Per L.F.	F	\$14.00	Y	
18b	51 - 100 Foot Depth Interval	Per L.P.	F	\$16.00	Y	
18c	101 + 150 Poot Depth Interval	Per L.F.	P	\$22,00	Y	
. 19	Cone Penetration Testing			Versia value autoria esta		
192	0 - 50 Foot Continuous Data Sampling	Per L.F.	P	Cost + (%Markup)	N	
196	51 - 100 Foot Continuous Data Sampling	Per L.F.	1	Cost + (%Markup)	N	
19c	101 - 150 Foot Continuous Data Sampling	Per L.F.	r	Cost + (%Markup)	N	
20	Undisturbed Samples (Shefby Tubes)	4004-00-00-00-0				A147000 - 14150
20a	0 - 50 Foot Depth Interval	Per Sample	F	\$57.00	Y	
20b	51 - 100 Foot Depth Interval	Per Sample	F	\$63.00	Y	
21	Temporary Casing (3 or 4-inch Casing - indicate which size(s) is being offered)	28.2022.00.00.00.00.00.00.00.00.00.00.00.0	\$2,000 mm \$2,000 mm 34,000			A 4.00 (1.00)
21a	0 - 50 Feet	Per L.F.	F	\$8.00	Y	
216	51 - 100 Feet	Per L.F.	ŀ	\$9.00	Y	
21c	101 - 150 Feet	Per L.F.	lı.	\$11.00	Υ	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

Page 3 of 9 Pages



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building & Fort Landerdale, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company RADISE International, L.C. Date Submitted: Monday, April 30, 2018

ITEM NO.	DESCRIPTION	UNIT	PERFORMED IN LAB (L), FIELD (F), 65 BOTH (B)	RATE	IN-HOUSE SERVICE (V/N)	LIST SUB/SUBS PROVIDING SERVICE
NEW SERVICE	GEOTECHNICAL EXPLORATION SERVICES CONTINUED		ŶŶĸŖŶŖĸĸĿĸĸĸĸ	CONTRACTOR VANCAGES	2600 PO PERSONALIS	\$\$\$\$\$
22	Temporary Casing (6-inch Casing)	200000000000000000000000000000000000000				HARATA PARAMATA
22.	0 - 50 Feet	Per L.F.	l 6	\$10.00	Y	
22b	51 - 100 Feet	Fer L.F.	F	\$12.00	Y	
22c	101 - 150 Feet	Per L.F.	F	\$14.00	Y	
23	Mirck Probleg	10110000000000000000000000000000000000				
23a	2-Man Crew	Per Hour	I.	\$165.00	Y	
236	3-Man Crew	Per Hour	F F	\$235,00	Y	
24	Permeability Tests - Field (Exclitration up to 15 Ft)	Per Tesi	Ji Ji	\$475.00	Y	
25	Field Instrumentation Equipment	Upon Request	F.	Cost + (%Markup)	Y	
26	Drill Service from Floating Platform	Upon Request	Į,	Cost + (%Markup)	Y	
27	Rock Coring (Trunk Mounted)	90000000000000000000000000000000000000				Barranna yekirti.
27a	0 - 50 Foot Depth Interval	Per L.F,	74	\$45,00	Y	
27b	51 - 100 Foot Depth Interval	Per L.E.	F	\$55.00	Y	
27c	101 - 150 Frot Depth Interval	Per L.F.	F	\$75.00	Y	
28	Filiable Porosity					19:54/2005
28a	3" Casing	Per 1, F.	I÷	\$20.00	Y	
28b -	4" Casing	Per L.P.	F	\$24.00	Υ	
29	Grout Bureholes (0 - 50 Feet)	Per L.F.	F	\$7.00	Y	
30	Site Clearing Supervision	Per Hour	F	\$85.D0	Y	
31	Well Development/Monitoring					
31z	Well Development up to 20'	Per Hour	ħ	\$150.00	Υ	
31b	Well Development up to 40°	Per Hour	F	\$150.00	Y	
31c	Monitoring Well 2" Diameter (up to 15')	liach	F	\$585.00	Y	
31d	Concrete Pad Lock Above Ground	Each	17	\$275.00	Y	
31e	Concrete Pad Flush to Ground with Lock	Each	F	\$250.00	Y	
32	Decompanies of Equipment	Per Hour	F	\$150.00	Y	
33	Extea Split Spoons (Trunk Mounted)		iki nawaan har			gorgens give
33a	D - 50 Feet	Per Sample	F	\$25.00	Y	
33h	51 - 100 Feet	Per Sample	į į	\$35,00	Y	
34	Ground Penetrating Rudor (GPR) (No mobilization)	Per Day	F	Cost + (%Markup)	N	

The School Board of Broward County, Florida Geotechnikal Engineering Scope of Services and Unit Pricing February 5, 2018

Page 4 of 9 Pages



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Landerdale, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Name:	RADISE International, L.C.	Date Submitted:				
ITEM NO.	DESCRIPTION	טארז	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	RATE	(N-BOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
100000000	GEOTECHNICAL EXPLORATION SERVICES - CONTINUED	100000000000000000000000000000000000000				sossasos centr
35	File Testing & Monitoring	ng prompanya sa Shapiya sa g		<u>Reconsidente Partici</u>	pywipodki yteli	State (State of the State of S
352	EDC Equipment	Each	F	\$850.00	Y	
35Þ	EDC Equipment Mobilization	Day	F	\$350.00	Y	
35¢	PDA Equipment	Each	F	\$850,00	Y	
35d	PDA Equipment Mobilization/Demobilization	Day	F	\$350,00	Y	
35e	Monitoring PDA	Per Hour	F	00.282	Y	
35f	Pile installation Observation	Per Hour	F	\$85.00	Y	
35g	CAPWAP Amilysis	Day	F	\$400.00	Y	
35h	GREWEAP Analysis	Each	F	\$350.00	Y	
36	TIP Equipment Mobilization	Each	F	\$350.00	Ý	
	Additional Tests	77/11/04/05/19/19			spiralities en	and service of the con-
37a	Siesmögraph & Sound Level Meter	Per Day	ŢF	\$350.00	Y	
37b	Vibration & Noise Monitoring (Equipment only)	Per Day	F	\$350.00	Υ	
37c	Static Load Test	Per Test	F	TBD	Y	
	ENVIRONMENTAL SERVICES	71 NOVEMBER 1987 NAVIOLES				A Pagent American Si
39	QVA Rental	Per Day	В	Cost + (%Markup)	N	
40	Groundwater Sample Analysis by EPA	Ezch	В	Cost + (%Markup)	N	
41	Soil Sample Analyzed for EPA Methods	Each	li?	Cost + (特Markup)	N .	
42	Encore Samples, Low Level Soil Sample	Each	ΪJ	Cost + (% Markup)	N	
422	VOCs by EPA Method 8260	Each	В	Cost + (%Markup)	N	
42b	SVOCs by EPA Method	Each	Ð	Cost + (%Markup)	N	
42c	PAHs SIM by EPA Melbod 8270	Hach	В	Cost + (%Markup)	N	
42d	RCRA 8 Metals by EPA Method 6010	Each	В	Cost + (% Markup)	N	
42c	Metals By EPA Method 6010	Each	В	Cost + (%Markup)	N	
426	TRPH by FL-PRO	Each	В	Cost + (%Markup)	N	



The School Beard of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 6 Fort Lauderdale, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company RADISE International, L.C. Date Submitted: Monday, April 30, 2018 Name:

ITEM NO.	DESCRIPTION	UNIT	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUE/SUBS PROVIDING SERVICE
	LABORATORY TESTING					
43	Atterberg Limits				dyyjajedykyjangoras	ija propose (partu
43a	Liquid Limit and Plastic Limit	Per Sample	L	\$95.00	Y	
44	Grain Size Distribution	Per Sample	L L	\$95.00	Y	
45	Porcent Fines (Wash No. 200 Sieve)	Per Sample	i.	\$45,00	Y	
46	Hydrometer Analysis with Grain Size Distribution	Per Sample	Ł	\$140.00	Y	
47	Organic Content Determination	Per Sample	ž.	\$58.00	Y	
48	Moisture Content	Per Sample	Ł	\$18.00	Y	
49	Specific Gravity (fine aggregate/soil)	Per Sample	L	\$75.00	Y	
50	Specific Gravity (coarse aggregate)	Per Sample	Ł	\$70.00	Y	
51	Consolidation	Per Sample	L	\$700,00	Y	
51a	With Hysteresis Lisop	Per Loop	1.	\$350,00	Y	
52	Permeability Tests - Laboratory					
52a	Granular Soil (Constant Head)	Per Sample	L	\$285.00	Y	
52h	Cohesive Soil (triaxial, back pressure saturated)	Per Sample	i.	\$400,00	Y	
53	Unconfined Compression Tests	Per Sample	£	\$100,00	Y	
54	p##	Per Sample	1,	\$35.00	Y	
55	Resistivity	Per Sample	L.	\$50.00	Y	
56	Chloride	Per Sample	ž,	\$40.00	Y	
57	Suffate or Sulfide	Per Sample	Ł	\$45,00	Y	
58	Corrosion Resistance (pH, R, CI, Su)	Per Sample	L	\$150.00	Y	
59	Turbidity (sample FOB luboratory)	Per Sample	L.	\$60.00	Y	
60	Rock Core Testing	A6999998989				
60a	Unit Weight	Pet Sample	l.	\$65.00	Y	
60b	Unevariated Coapression Tests	Per Sample	Ł	\$125,00	Y	
60c	Splitting Tensile Tests (Minimum of 3)	Per Sample	i.	\$108.00	Y	
6ÜJ	Rock Core Boxes	Per Sample	L L	\$40.00	Y	



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Landerdale, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company	RADISE international, L.C.	Date Submitted	t Monday, April 3	0, 2018		
TEM NO.		UNIT	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	RATE	in-House Service (Y/N)	LIST SUB/SUB PROVIDING SERVICE
· 2007/08/08	SOILS TESTING	Province (Constitution of the Constitution of			varencea i ancheren	265425555555
61	Field Density Tests (Minimum 5 tests) (ASTM D1556-90 - Method D)	Per Test	F	\$35.00	Y	
62	Limerock Bearing Ratio (LDR)	Per Sample	I.	\$350.00	Y	
63	Standard or Modified Proctor (ASTM D698 or D1557-91)	Per Sample	I,	\$150.00	Y	
64	Double Ring Infiftrometer Test	Per Test	F	\$450.00	Y	
65	Soil-Cement, Field Inspection and Testing	Per Hour	F	578,00	Y	
66	Soil-Cement, Laboratory Design Mixes (FOB Laboratory, FDOT Method)	Per Mix	L	\$1,500,00	Y	
67	Soil-Cement, Laboratory Design Mixes (FOB Laboratory, PCA Short Cut Method)	Per Mix	L	\$1,200.00	Y	
68	Soil-Cement Compressive Strength (3 Pills)	Per Sei	L	\$325,00	Y	
68a	fach Additional Pill	Fach	Ĭ,	\$50.00	Y	
69	Soll-Cement Field Proctor	Fach	F	\$195.00	Y	
70	Relative Density Test (Minimum - Maximum)	Per Test	P	\$280.00	Y	
71	California Bearing Ratio	Per Sample	L	\$350.00	Y	
72	Suil Plate Load tests (ASTM)	Per Test	F	\$600,00	·	
27,000	CONCRETE TESTING SERVICES		KWA62465255544455	22.44.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2		aggasingganaga
73	Mold, Transport, Care, and Testing				A-1/4-11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	addiction (A) is the (A) of the
73a	Concrete Tests (Standard 4"x 8" Cylinder, (Concrete Tomperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab, Strength Tests per C39 using C617 or C1231) (Set of 3)	Per Set	F	\$150.00	Y	······································
73b	Concrete Tests (Standard 5'x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab, Strength Tests per C39 using C617 or C1231) (Set of 3)	Let 24	F	\$150.00	Y	
73c	Waiting Beyond 1 Hour of Arrival at Site	Per Bour	p	\$65.00	Y	
734	Extra Slump Test (ASTM C143)	l'er Test	F	\$35.00	Y	
73e	Air Content Volumetric Method (ASTM C231)	Per Test	F	\$35.00	Y	
731	Unit Weight and Relative Yield of Fresh Congrete	Per Test	Is	\$45.00	Y	
74	Concrete Cylinders - Compression Tests			eliga agagasa ga		14-50-50-50-50-6
	Compression Tests of 6" x 12" Cylinders	Per Cylinder	L	\$20,00	T Y T	
74a	Compression resistor of x 12. Commers		· · · · · · · · · · · · · · · · · · ·	4-4		
74a 74b	Compression Tests of 4" x 8" Cylinders	Per Cylinder	1 6 1	\$20.00	Y	
		Per Cylinder Per Cylinder	L I,	\$20.00 \$65.00	Y	
745	Compression Tests of 4" x 8" Cylinders				···	
74b 74c	Compression Tests of 4" x 8" Cylinders Lightweight Concrete Wet Density Test (ASTM C495)	Per Cylinder	ſ,	\$65.00	Y	
74b 74c 74d	Compression Tests of 4" x 8" Cylinders Lightweight Concrete Wet Density Test (ASTM C495) Lightweight Concrete Thornal Transmission Test (ASTM C177) Flexural Beams	Per Cylinder Per Test	ſ,	\$65.00 \$250.00	Y Y	
746 74c 74d 75	Compression Tests of 4" x 8" Cylinders Lightweight Concrete Wet Density Test (ASTM C495) Lightweight Concrete Thermal Transmission Test (ASTM C177)	Per Cylinder Per Test	ſ,	\$65.00 \$250.00	Y Y	
74b 74c 74d 75 76	Compression Tests of 4" x 8" Cylinders Lightweight Concrete Wet Density Test (ASTM C495) Lightweight Concrete Thermal Transmission Test (ASTM C177) Flexural Beams Concrete Coring	Per Cylinder Per Test Per Beam	L L	\$65.00 \$250.00 \$65.00	Y Y Y	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

Page 7 of 9 Pages



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 36th St., Building 8 Fort Lauderdale, Florida 33311

Altachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company RADISE International, L.C.

Date Submitted: Monday, April 30, 2018

ITEM NO.	DESCRIPTION	UNTI	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	rate	in-house service (y/n)	LIST SUB/SUBS PROVIDING SERVICE
	CONCRETE TESTING SERVICES CONTINUED			***************************************		eg sjelety avstre av e
77	Concrete Ready Mix Plant or Job Inspection	Per Hour	F	\$88.00	Y	
77a	Sieve Analysis, Fine Aggregate	Per Sample	L	\$70.00	Y	
77ь	Sieve Analysis, Coarse Aggregate	Per Sample	l,	\$85.00	Y	
77c	Absorption	Per Sample	L	\$65.00	Y	
77d	Specific Gravity	Per Sample	l l	\$75.00	Y	
77e	Unit Weight	Per Sample	l L	\$75,00	Y	
77€	Material Finer than No. 200 Sieve	Per Sample	L	\$45.00	Y	
77g	Organic (Colometric ASTM C40)	Per Sample	L	\$45,00	Y	
77b	Lus Angelex Abraskon	Per Sample	<u>, 1, </u>	\$250,00	Y	
77i	Soundness (5 cycle)	Per Sample	į,	\$250.00	Y	
78	Pieor Platness/Levelness	0.0000000000000000000000000000000000000		<u>Varanjak</u> atra		fermenskiske
784	Equipment Charge	Each	I.	\$250.00	Y	
786	Up to 20,000 Square Feet	Each	I.	\$\$25,00	Y	
Жc	From 20,000 Square Feet to 40,000 Square Feet	Each	F	\$650.00	. Y	
78d	Greater than 40,000 Square Feet	15ach	8	\$850,00	Υ	
. 79	In-Situ Testing (Swiss Hammer, Windsor Probe, Etc.)	Per Hour	F	\$90.00	Y	
79a	Windsor Probe Shots	Per Shot	F	\$60.00	Y	
80	Moisture Emissions	20000000000000000		anan Artikanan mer	Artist Street	444444666
HO2	Moisture Engissions per Kit	Per Kit	I F	\$60.00	Y	
80b	Moisture Emissions per Hour	Per Hour	F	\$70.00	Y	
	MASONRY TESTING SERVICES				315,404,505,655,65	特别的政治的政治之
81	Compressive Strength (ASTM C140) lab only	Each	L	\$65.00	Y	
82	Absorption and Moisture Content (ASTM C140)	Each	L	\$75,00	Υ	
83	Linear Shrinkage Tests of Concrete Block (ASTM C426) (Set of 3)	Per Set	ı.	\$175.00	Y	
84	Compressive Strength of Hollow Masonry Prisms	Per Prism	ī.	\$60.00	Y	
85	Compressive Strength of Grouted Masonry Prism (ASTM C109)	Per Prism	i, i,	\$70,00	Y	
86	Mortar Cubes	Per Cube	L	\$32.00	Y	
87	Mortar Mix Design (ASTM C270)	liach	i.	\$850.00	Y	
88	Prisms Tests (ASTM C1314)	Per Prism	L	\$32.00	Y	
200000000000000000000000000000000000000	ASPIIALTIC CONCRETE TESTING SERVICES	000000000000000000000000000000000000000	<i>น้าสสสสสเฉพาะการ</i>	866-868-688-888-88	witter en	Services (FWA);
89	Asphaltic Concrete Plant Inspection	Per Hour	F	\$85.00	Y	
90	Extraction and Gradation	Per Sample	1,	\$160,00	Y	
91	Marshall Stability (FOB Laboratory)	Per Set	l.	\$135.00	Y	
92	Coring Pavement to Obtain Density and Thickness Samples	Per Sample	F	\$110.00	Y	
93	Laboratory Testing of Asphalite Cores for Density	Per Core	L	\$35.00	Ϋ́	

The School Board of Broward County, Florida Geolechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building B Fort Lauderdale, Florida 33311

Altachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company RADISE International, L.C. Date Submitted: Monday, April 30, 2018 Name:

ITEM NO.	DESCRIPTION	UNIT	PERFORMED IN LAB (L), FIELD (F), or HOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
	STRUCTURAL STEEL/METALS/INSPECTION SERVICES	550 (000 KL) (550 KL)		Total New York Company of the Compan	STEELES VESSERVEN	
94	Inspection of Structural Steel and Firepreofing (Weld, Bolts, Decking)	Per Hour	F	\$105.00	N	
95	Senior Certified Welding Inspector (SCWI)	Per Hour	F	\$125.00	N	
96	Certified Welding Inspector (CWI)	Per Hour	F	\$105.00	N	
97	Non-Destructive Testing Equipment Usage Charge		201402000000000000000000000000000000000	::::::::::::::::::::::::::::::::::::::		
978	Ultrasonie	Per Day	F .	\$850,00	N	
975	Magnetic Particle	Per Day	P.	\$850.00	N	
97c	Dyg Pengtrani	l'er Day	l7	\$850.00	N.	
98	Reinforcing Steel Inspector	Per Hour	F	\$125.00	N	
98a	Equipment Usage (i.e. Pachometer)	Per Hour	F	\$30,00	N	
	ROOF TESTING SERVICES	HEATHER PARKET	Zanadelek Yang kang			
99	Inspection and Analysis of Built-Up Roofing	SERVICE SERVICES				45555555
992	Monitoring Construction	Per Hour	t,	\$90,00	Y	
99b	Analysis of New Built-Up Roofing Components (ASTM D3617) - Cutting and Patching by Contractor	Per Sample	F	\$65.00	Y	
99c	Analysis of Existing Built-Up Roofing Components (ASTM D2829) - includes Temp. Patching and Moisture Percentage	Per Sample	j;	\$225.00	Y	
994	Infrared Thermography of CMU Filled Cells & Meisture laurusion - Inspection	Per Hour	P	\$90.00	Y	
99a	Infrared Thermography of CMU Filled Cells & Moisture Intrusion - Equipment Change	Each	F	\$300,00	Y	
99f	Pull Test (Roof Structure)	Per Test	F	\$100.00	Y	
99g	Softening Point Test (ASTM D36)	Per Test	H.	\$150.00	Y	
	ASPHALT TESTING SERVICES	TO LEGICION CONTRACTO			25/40/65/5/65	51 51 THE GOVERNMENT
100	Compaction Testing	100 × 100 ×		describeration and a	10/04/64/64/64/66/64/64/64/64/64/64/64/64/64	Arrest Service Colors
1D0a	Nuclear Gauge Method (Minimum 4 tests per visit)	Each	F	\$35.00	Y	
100b	Callbrated Drive Sleeve Method	Each	F	\$100.00	Ÿ	
101	Field Manitoring - Engineering Technician	Per Hour	F	\$75.00	Y	
102	Field Standby Time per Technician	Per Hour	Ĭ5	\$75.00	Y	
103	Not Used		(V. 81) (1. 10 (**************************************	100000000000000000000000000000000000000	
104	Asphalt Flant Control	Per Hour	F	\$88.00	Y	
105	Asphalt Coring	PS 450 P 250 P			40.92745.0275.00	0.000
105a	A sphalt Coring (Depth, Density) - 4"	Each	F	\$125,00	Y	
1056	Patch Core Hole (asphalt) - 4"	Each	F	\$25,00	Y	
105c	Patch Core Hole (asphalt) - 6"	Each	ľ	\$35.00	γ	
106	Asphalt Softening Point Test (ASTM 36)	Per Test	F	\$150.00	Y	
107	Dopth Determinations (Base, Sub-base)	Fach	F	\$35,00	Y	
108	Maintenance of Traffic (MOT) (Equipment)	Per Hour	F	Cost + (%Matkup)	Y	

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 Putchasing Agent (Construction).

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

The School Board of Broward County, Floride Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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AGREEMENT FOR OPEN END SERVICES

BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND CONSULTANT

FOR

GEOTECHNICAL 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
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 Geotechnical 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 Geotechnical 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

Should services be required which are not included in the attached Attachment "1" (SBBC Standard Unit Prices for (if applicable)), such services and payment therefore shall be negotiated between the parties in advance and in writing.

Unit prices and hourly rates shall be administered in accordance with Attachment "1" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "1" are for time of engineering technicians portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "1" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "1".

- 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.
- 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 Statues, 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 Statues, 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 payces 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 Statues, 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 Statues, 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 3 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 πot 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 ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, 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 ADAAA

- 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
 The School Board of Broward County, Florida Page 20 of 26

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

- 9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 9.14 Authority Provision: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.
- 9.15 Notice Provision When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:

Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast Third Avenue Fort Lauderdale, Florida 33301

With a Copy to:

Office of the Chief Facilities Officer

600 SE 3 Avenue

Fort Lauderdale, FL 33312 Attn: Leo Bobadilla Chief Facilities Officer

With a Copy to:

Office of Procurement & Warehousing Services 7720 W Oakland Park Boulevard, Suite 323

Sunrise, FL 33351

Attn: Mary Coker

Director of Procurement & Warehousing Services

With a Copy to:

Office of Facilities and Construction

2301 NW 26th St

Fort Lauderdale, FL 33311 Attn: Shelley N. Meloni

Director, Pre-Construction Office of Facilities and Construction

And

CBRE Heery, Inc., Owners Representative

2301 NW 26th St

Fort Lauderdale, FL 33311 Attn: Robert Corbin

Program Director/Vice President

To Consultant:

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 REQ INTO AGREEMENT

In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of RFQ No. 17-115C – Geotechnical 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

(SEAI

ATTEST THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

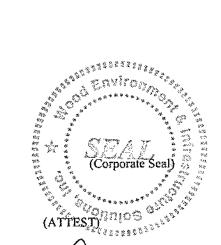
Robert W. Runcie, Superintendent of Schools

Nora Rupert, Chair

Approved as to Form and Legal Content:

Office of the General Counsel

FOR PROJECT CONSULTANT



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

Legal Name of Corporation

WOOD ENVIRONMENT & INFRASTRUCTURE

W I

Lytle C. Troutt, Jr. President

- hule Al

(<u>f00000004389</u>) Project Consultant's Registration Number

ACKNOWLEDGEMENT

STATE OF FEORIDA COUNTY OF BROWARD (bbb
BEFORE ME this 21st day of May, 2018, appeared, and.
David B. Goershel 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 thisday of
Notary Public State of Florida Georgia.
My Commission Expires: Mary V. Rolader Notary Public, Cobb County, GA My Commission Expires on January 30, 202 Notary's Commission No. Signature



Wood Environment & Infrastructure Solutions, Inc. www.woodplc.com

June 4, 2018

Jean Mokled, Contracts Manager Owner's Representative – Broward County Schools SMART Program 2301 NW 26TH Street Building 7 Oakland Park, FL 33311

Subject: Temporary Delegation of Signing Authority

Dear Ms. Mokled,

You requested documentation of delegated signature authority within Wood Environment & Infrastructure Solutions, Inc. Please be advised that I delegated my Operational President authority on a temporary basis to David Goershel, SVP, for the period of May 19 through May 28, 2018.

As an officer of Wood Environment & Infrastructure Solutions, Inc., I can verify Mr. Goershel had the authority to sign the Geotechnical Engineering Services Agreement with Broward County Schools on May 21, 2018.

Please do not hesitate to contact me at (615) 333-0630 or lytle.troutt@woodplc.com should you have any questions.

Regards,

President

East US and Latin America







The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Leuderdale, Florida 23311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBEC Negotiated Unit Prices

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ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL RATE
	ENGINEERING / ENVIRONMENTAL SERVICES				
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour	1	1	\$
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour			\$
3	Project Engineer/Manager/Scientist	Per Hout			\$
4	Staff Engineer/Scientist	Per Hour	1	Ť T	\$
5a	Threshold Inspector, P.E., Senior Inspector	Per Hour		1	\$
5b	Threshold Agent	Per Hour			\$
. 6	Roof Installation / Materials Inspector	Per Hour	1	T	\$
7	A.C.I. Certified Technician (min)mum Field Level 1)	Per Hout	1		s
8 .	Environmental Technician	Per Hour		i	\$
9a	Senior Engineering Technician	Per Hour			\$
9ь	Engineering Technician	Per Hour			\$
10	Certified Radon Specialist	Per Hour			\$
	SUPPORT SERVICES				
11	CADD Operator	Per Hour		T I	\$
. 12	Technical Secretary	Per Hour			\$
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour			\$
14	Subcontracting Costs	Markup (%)		0%	
15	Supplemental Services Multiplier	Multiplier	2007/03/50/2005/27/65/5	N/A	

tions 1: These rates will be set for the first three (3) years. Pate 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.



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building B Fort Leuderdain, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company | Enter Company Name Here)

Name:

Subconsultant | Enter Subconsultant Company Name Here)

Name:

Subconsultant | Enter Subconsultant Company Name Here)

Name:

Out Submitted: [Date of Submission Here]

Subconsultant | Role: (Enter Subconsultant Role Here)

ITEM NO.	DESCRIPTION	UNIT RAW RA	TE MULTIPLIER TOTAL RATE
	ENGINEERING/ENVIRONMENTAL SERVICES		
1	Principal Engineer, P.F./Principal Geologist, P.G.	Per Hour	S
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour	S
3	Project Engineer/Manager/Scientist	Per Hour	5
4	Staff Engineer/Scientist	Per Hour	\$
. Sa	Threshold Inspector, P.E., Senior Inspector	Per Hour	S
Sb	Threshold Agent	Pet Hour	5
7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour	5
8	Environmental Technician	Per Hour	3
9a	Senior Engineering Technician	Per Hour	\$
9ъ	Engineering 'Fechnician	Per Hour	5
	SUPPORT SERVICES		
11	CADI) Operator	Per Hour	\$
12	Technical Secretary	Per Hour	S
13	Maintenance of Traffic (MOI) (Personnel)	Per Hour	T \$



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building B Fost Lauderdalo, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Name: (Enter Company Name Here)

Date Submitted: (Date of Submission Here)

Subversultant (Enter Subconsultant Company Name Here)

Subconsultant (Enter Subconsultant Role Here)

ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL
	ENGINEERING / ENVIRONMENTAL SERVICES				300 B 300 B
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour		1	\$
2	Senior Engineer, P.F./Senior Geologisi, Priocipal Geologisi	Per Flour			\$
3	Project Engineer/Manager/Scientist	Per Hour			\$
4	Staff Engineer/Scientist	Per Roor			\$
5a	Threshold Inspector, P.E., Senior Inspector	Per Hour			\$
5b	Threshold Agent	Per Hour			3
7	A.C.1. Catified Technician (minimum Field Level 1)	Per Hour			\$
8	Environmental Technician	Per Hour			\$
9a	Senior Engineering Technician	Per Hour			\$
9b	Engiptering Technician	Per Hour			\$
	SUPPORT SERVICES		yerren jarren		1,000,000,000
11	CADD Operator	Per Hour			\$
12	Technical Secretary	Per Hour			Š
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour		1	\$



The School Board of Broward County, Florida Office of Facilities Construction 2301 RW 26th St., Building S Fort Lauderdaio, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Name: (Enter Company Name Flere)	Date Submitted: (Date of Submission Here)	
Subconsultant Name: (Enter Subconsultant Company Name Here)	Subconsultant Role Here Subconsultant Role Here	c).

ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL RATE
	ENGINEERING / ENVIRONMENTAL SERVICES	1801/07/00/00/07/07/07/07		119 PH 220 Photos 200	YES TO VE
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour		T	\$
2	Senior Engineer, P.R./Senior Geologist, Principal Geologist	Per Hour		T	S
3	Project Engineer/Manager/Scientist	Per Hour			\$
4	Staff Fogineer/Scientist	Perliour		T	\$
Sa	Threshold Inspector, P.E., Sanior Inspector	Per Hour		T	\$
Sb .	Threshold Agent	Per Hour		Τ	\$
	A.C.f. Centified Technician (minimum Field Level 1)	Per Hour			\$
S	Environmental Technician	Per Hour		T 1	\$
9a	Senior Engineering Technician	Per Hour		T	s
9b	Engineering Technician	Per Hour	· · · · · · · · · · · · · · · · · · ·		\$
	SUPPORT SERVICES	10.00 y 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00		Agran San Garagasa	
11	CADD Operator	Per Hour	"	T	\$
12	Technical Secretary	Per Hour			\$
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour		T	\$



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 6 Fort Laudordale, Florida 33311

Altachment 1 (754) 321-1500

Name:	(Enter Company Name Here)	Date Submitted: [Date of Submission Here]						
TEM NO	(Enter Company Name Here) DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)	RATE	(N-HOUSE SERVICE (Y/N)	LIST SUB/SU PROVIDENC SERVICE		
9180000055	GEOTECHNICAL EXPLORATION SERVICES	**************************************			parikatan mereje			
16	Mobilization/Demobilization - Drill Rig & Crew							
16a	Mobilization/Demobilization - Drill Rig & Crew (Unck Rig)	Lump Sum				I		
16b	Mobilization/Demobilization - Drill Rig & Crew (Vrnck Rig)	Lamp Sum						
Ióc _	Mobilization/Demobilization - Drill Rig & Crew (Mod Bug Rig)	Lump Sum						
16d	Mobilization/Demobilization - Drill Rig & Crew (Mini Rig)	Lump Sum						
16c	Mobilization/Demobilization - Drill Rig & Crew (Tri-pod)	Lump Sum						
17	Standard Penetration Test (Springs (ATSM D-1586), Truck Rig, Track Rig, or Mud Bug Rig	459000000000000000000000000000000000000				Section Section		
I7a	0 - 50 Foot Depth Interval	Per I. F.	1	1	1	1		
17b	51 - 100 Poot Depth Interval	Per L.F.				1		
17e	101 - 150 Foot Depth Interval	Per L.F.						
18	Auger Benings (Driff Rig - ASTM 4700)	A (18 (18 (18 (18 (18 (18 (18 (18 (18 (18						
18a	0 - 50 Foot Depth Interval	Per L.F.		1	1			
LSb	51 - 100 Foot Depth Interval	Per L.F.		[<u> </u>			
18c	101 - 150 Foot Depah Injerval	Per L.F.			-			
19	Cone Penetration Testing	(2000) (2000)	7-1-7-20-0-20-0-20-0-20-0-20-0-20-0-20-0			,		
192	0 - 50 Foot Continuous Data Sampling	Per L.F.		1	1	1		
195	51 - 100 Foot Continuous Data Sampling	Per L.F.						
19e	101 - 150 Pool Continuous Data Sampling	Pet L.F.		······	· · · · · · · · · · · · · · · · · · ·			
20	Undisturbed Samples (Shelly Tubes)	2/0/88/9/2003		7035777777				
20a	D - 50 Foot Depth Interval	Per Sample	<u> </u>	1	<u> </u>	Ŧ		
20b	51 - 100 Faot Derth Interval	Per Sample				i		
21	Temporary Casing (3 or 4-inch Casing - indicate which size(s) is being offered)	1000 CONTRACTOR		a Progressia de difec	ologija iz iz iz iz iz			
21a	0 - 50 Feet	Per L.F.		1		<u> </u>		
21b	51 - 100 Feet	PerL.P.		· · · · · · · · · · · · · · · · · · ·				
21c	101 - 150 Feet	Per L.F.		·				
22	Femporary Casing (6-inch Casing)	Searce Service (17)	selvavajna a raziona					
22a	0 - 50 Feet	Per f.F.		1	<u> </u>			
22b	51 - 100 Feet	Per L.F.				····		
22c	101 - 150 Feet	Per L.P.			 	 		
23	Muck Probing		000000000000000000000000000000000000000			ATTERNATION		
23a	2-Man Crew	Per Hour	T	1	T			
236	3-Man Crew	Per Hour	 	 				
24	Permeability Tests - Field (Exfiltration up to 15 F()	Per Test						
25	Field Instrumentation Equipment	Upon Request						
26	Drill Scroke from Funding Platform	Upon Request		<u> </u>	 			
27	Rock Coring (Truth Mounted)	- Spear Request			*******			
27a	0 - 50 First Depth Interval	Per L.F.	<u> </u>	11 10		1		
27b	51 - 100 Foot Depth Interval	Per L.P.	· · · · · · · · · · · · · · · · · · ·		·	ļ		

27b 51 - 100 Poot Doph Interval
The School Board of Broward County, Florida'
Geotechnical Engineering Scope of Services and Unit Pricing
February 5, 2018

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The School Board of Hroward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company (Enter Company Name Here) Name: Date Submitted: (Date of Submission Here)

4.000	era radio de la segui eras. La grava de la la casa de la la casa de la la casa de la casa de la casa de la cas	PERPOMRED IN LIST SUB	JSUB5
ITEM NO.	DESCRIPTION	UNIT LAB (L), PIELD (3), RATE CONTROL PROVIDE	HNG
		or BOTH (B) SERVI	CE
27c	101 - 150 Foot Depth Interval	Per L.P.	Ш

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Fiorida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdaic, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Enter Company Name Here)

Date Submitted: (Date of Submission Here)

ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F or HOTH (B)	, RATE	SENVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
30187137437	GEOTECHNICAL EXPLORATION SERVICES - CONTINUED	\$\$\$\$\$\$\$\#\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$		versymmetrics		
28	Filiable Porostry					
28a	3" Casing	Per L.F.	J			
28b	4" Casing	Per L.F.				
29	Grout Boreholes (0 - 50 Feet)	Per L.F.	l.:			
30	Site Clearing Supervision	Per Hour		Ţ		
31	Well Development/Monitoring					
3ta	Well Development up to 20'	Per Hour				"
31b	Well Development up to 40°	Per Hour				
31c	Monitoring Well 2" Diameter (up to 15')	Each	<u> </u>			
316	Concrete Pad Lock Above Ground	Fach				
31e	Concrete Pad Flush to Ground with Lock	Each				
32	Decontamination of Equipment	Per Hour				
33	Extra Split Spenas (Trunk Mounted)					
33a	0 - 50 Feet	Per Sample]		
33b	51 - 100 Ret	Per Sample				
34	Ground Penerrating Rador (GPR) (No mobilization)	Per Day				<u></u>
35	Pile Testing & Munitoring					
35a	EDC Equipment	Each	ļ <u>-</u>			
350	EDC Equipment Mobilization	Day				
35c	PDA Equipment	Each				
35d	PDA Equipment Mobilization/Demobilization	Day				
35e	Monitoring PDA	Per Hour				
351	Pile Installation Observation	Per Hour				
35g	CAPWAP Analysis	Day				
35b	GRI.WEAP Analysis	Each				
36	TIP Equipment Mobilization	Each				
	Additional Tests			www.composition		
37a	Siesmograph & Sound Level Meter	Per Day	<u> </u>			
37ъ	Vibration & Noise Monitoring (Equipment only)	Per Day		Ĭ.:	1	
37e	Static Load Test	Per Test	1			

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Florida Office of Facilities Construction 2301 RW 26th St., Building S Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company (Enter Company Name Here) Namor: Date Submitted: (Date of Submitssion Here)

	DESCRIPTION	UNIT	PERFOMBLD EN LAH (L), FIELD (F), of BOTTI (B)		in-House Service (V/N)	LIST SUB/SUBS PROVIDING SERVICE
50000000000000000000000000000000000000	ENVIRONMENTAL SERVICES					rawy daga dagaya
39	OVA Renjaj	Per Day	<u> </u>			
40	Groundwater Sample Analysis by EPA	Each	<u></u>			
41	Soil Sample Analyzed for EPA Methods	Rach				
42	Encore Samples, Low Level Soil Sample	Fach	<u>[</u>			
42 a	VOCs by EPA Method 8260	Each		<u></u>		
425	SVOCs by EPA Method	Each			<u></u> _	
42c	PASIs SIM by EPA Method 8270	Each			<u></u> _	
424	RCRA 8 Metals by EPA Method 6010	Each	<u></u>		<u> </u>	
42e	Metals By EPA Method 6010	Each				
42f	TRPH by FL-PRO	Each	<u> </u>			
	LABORATORY TESTING	Personal Property Control				
43	Atterberg Limits					
438	Liquid Limit and Plastic Limit	Per Sample				
44	Gmin Size Distribution	Per Sample	<u> </u>			
45	Percent Fines (Wash No. 200 Sieve)	Per Sample	\			
46	Hydrometer Analysis with Grala Size Distribution	Per Sample	T	<u> </u>	ï	
47	Organic Content Determination	Per Sample				
48	Moissure Content	Per Sample				
49	Specific Gravity (fine apprepare/soil)	Per Sample	ĭ			
50	Specific Gravity (coarse aggregate)	Per Sample	<u> </u>			
51	Consolidation	Per Sample				
51a	With Hysteresis Loop	Per Loop				
52	Permeability Tests - Laboratory					
522	Granular Soil (Constant Head)	Per Sample			T	
52b	Cohesive Soft (triaxial, back pressure saturated)	Per Sample				
53	Unconfined Compression Tests	Per Sample	\	<u> </u>]	i
54	pti	Per Sample				
55	Resissivity	Per Sample				
56	Chloride	Per Sample				
57	Suffite or Suffite	Per Sample				
58	Corroslon Resistance (pH, R, Cl, Su)	Per Sample				
59	Turbidity (sample FOH laboratory)	Per Sample				
60	Rock Core Testing					
60a	Unit Weight	Per Sample				
606	Unconfined Compression Tests	Per Sample	· · · · · · · · · · · · · · · · · · ·		<u> </u>	
60c	Splitting Tensile Tests (Minimum of 3)	Per Sample	i	i		
60d	Rack Care Baxes	Per Sample		<u> </u>	1	

The School Board of Broward County, Florida Geotochnical Engineering Scope of Services and Unit: Pricing February 5, 2018

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The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdaio, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Enter Company Name Here)

Date Submitted; [Date of Submission Here)

ITEM NO.	DESCRIPTION	UNIT	YERFOMRED IN EN-HOUSE LAB (L), FIELD (F), RATE SERVICE (YAS) 0 BOTH (B)	LIST SUB/SUBS PROVIDING SERVICE
A (174,046,644)	SOILS TESTING	3202886277777777		
61	Field Density Tests (Minimum 5 tests) (ASTM D1556-90 - Method D)	Per Test		
62	Limettick Bearing Ratio (LBR)	Per Sample		T
63	Standard or Modified Proctor (ASTM D698 or D1557-91)	Per Sample		
64	Double Ring Infiltrameter Test	Per Test		
65	Soil-Cement, Field Inspection and Testing	Per Hour		T
66	Soil-Cement, Laboratory Design Mixes (POB Laboratory, FDOT Method)	Per Mix		T
67	Soit-Corrent, Enboratory Design Mixes (POB Laboratory, PCA Short Cut Method)	Per Mix		T
68	Soil-Cement Compressive Strength (3 Pills)	Per Set		T
683	Fach Additional Pill	Each		1
69	Soil-Coment Field Proctor	Each		
70	Relative Density Test (Minimum - Maximum)	Pet'Fesi		
71	California Bearing Italio	Per Sample		
72	Soft Plate Load tests (ASTM)	Per Test		1



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building S Fort Lauderdalo, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Enter Company Name Here)

Duto Submitted: (Date of Submission Here)

ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
	CONCRETE TESTING SERVICES				Marketter (2006)	
73	Mold, Transport, Cure, and Testing		alk refilipare desti		<u> </u>	
73a	Concrete Tests (Standard 4"x 8" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31. "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3)	Per Set				
73b	Concrete Tests (Standard 6"x 12" Cylinder. (Concrete Temperature Test and Stump Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3)	Per Ses				
73c	Weiting Deyond 1 Hour of Arrival at Site	Per Hour		1		
73d	Extra Stump Test (ASTM C143)	Per Test				
73e	Air Content Volumetric Method (ASTM C231)	Per Test				
73£	Unit Weight and Relative Yield of Fresh Concrete	Per Test		1		
74	Concrete Cylinders - Compression Tests					
740	Compression Tests of 6" x 12" Cylinders	Per Cylinder				
74b	Compression Tests of 4" x 8" Cylinders	Per Cylinder				
74c	Lightweight Concrete Wet Density Test (ASTM C495)	Per Cylinder	Ti			
74ct	Lightweight Concrete Thermal Transmission Test (ASTM C177)	Per Test		Ĭ		l
75	Flexural Beams	Per Beam			T	
76	Concrete Coring		Avarany (nyaétan)			
76a	Mubilization for Coring	Per Trip		Ĭ		
76b	Obtaiolog and Testing Concret a Cores	Each		1		
76c	Patching Cored Roles	Each				
77	Concrete Ready Mix Plant or Inb Inspection	Pet Hour				
77a	Sieve Analysis, Fine Aggregate	Per Sample				
77b	Sieve Analysis, Coarse Aggs gate	l'er Sample				
77¢	Absurption	Per Sample				
77d	Specific Gravity	Per Sample				
77e	Unit Weight	Per Sample				
· 776	Majerial Finer than No. 200 Sieve	Per Sample				
77g	Organic (Colometric ASTM C40)	Per Sample	7			
7731	Les Angeles Abrasina	Per Sample				
771	Soundness (5 cycle)	Pet Sample		ĺ		
78	Phor Flatness/Levelness					
78a	Equipment Charge	Fach		[I
78b	Up to 20,000 Square Feel	Each				
78c	From 20,000 Square Feet to 40,000 Square Feet	Each				
76d	Greater than 40,000 Square Feet	Pach	1			
79	In-Situ Testing (Swiss Hammer, Windsor Probe, Etc.)	Per Heur				
79a	Windsor Prohe Shats	Per Shot	<u> </u>			
80	Moisture Emissions					
80a	Maisture Emissions yea Kit	Per Kit	1	T		I

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Data Submitted: (Date of Submission Here)

_			
Company	(Enter Company Name Here)	Dans Cubralttade	(Date of Submission Here)
Name:	Courts sympany transcription	NACE SEPRETARIES	there of parattagent field.
		aren, Terma erren, Tibe	PERFOMRED IN LIST SUBSUBS
ITEM NO.	DESCRIPTION	UNIT	LAB (L), FIFELD (F). RATE IN-HOUSE PROVIDING
			or BOTH (II) SERVICE (Y/N) SERVICE
80b	Moisture Emissions per Hour	Per Hour	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Braward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Florida 33311

Attachment 1 {754} 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Enter Company Name Here)

Date Submitted: (Date of Submission Here)

ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (P). or BOTH (B)	RATE	in-house service (y/n)	LIST SUB/SUBS PROVIDING SERVICE
7470 V 570 TES	MASONRY TESTING SERVICES					10.000000000000000000000000000000000000
81	Compressive Strength (ASTM C140) lab only	Fach				
82	Absorption and Moisture Content (ASTM C140)	Each	\"		} ""	1
83	Linear Shrinkinge Tests of Concrete Block (ASTM C426) (Set of 3)	Per Set				
84	Compressive Swength of Hollow Masonry Prisms	Per Prism			1	
H,5	Compressive Strength of Grouted Masonry Prism (ASTM C109)	Per Prism	<u> </u>			
86	Monar Cubes	Per Cube				[
87	ModarMix Design (ASTM C270)	Each				
88	Prisms Tests (ASTM C1314)	Per Prism				
775755757	ASPITALTIC CONCRETE TESTING SERVICES					AKAZEESEY
89	Asphaltic Concrete Plant Inspection	Per Hour				
90	Extraction and Gradation	Per Sample	ļ ''''			1
91	Marshall Stability (FOB Laboratory)	Per Set				
92	Coring Pavement to Objain Density and Thickness Samples	Per Sample				
93	Laboratory Testing of Asphaltic Cores for Density	Per Cute				
	STRUCTURAL STREET METALS / INSPECTION SERVICES	Table Committee Committee Committee				
94	Inspection of Structural Steel and Fireproofing (Weld, Bolts, Decking)	Per Hour	<u> </u>		<u> </u>	
95	Senior Certified Welding Inspector (SCWI)	Per Hour				
96	Centified Welding Inspector (CWI)	Per Hour				
97	Non-Destructive Testing Equipment Usage Charge				784 <u>74</u> 7668	
978	Utrasonic	Per Day	<u> </u>	<u> </u>		
97b	Magnetic Particle	Pet Day				
97c	Dye Penetrant	Per Day	<u> </u>			
98	Reinforging Steet Inspector	Per Hour		ļ	_	Ļ
98a	Egulpment Usage (i.e. Pachometer)	Per liput		<u> </u>	<u></u>	<u> </u>



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th 8th, Building 8 Fort Lauderdalo, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Frices Company (Enter Company Name Here) Date Submitted: (Date of Submission Here)

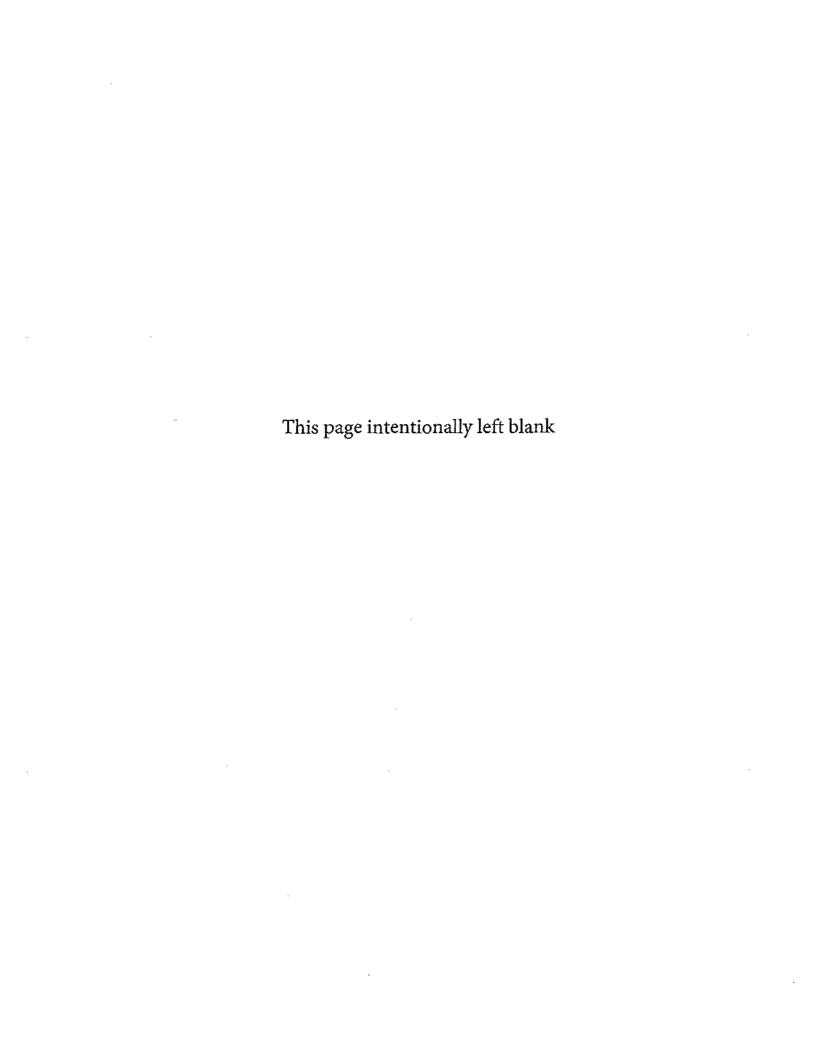
ITEM NO,	DESCRIPTION	UNIT	PERFOMRED EN LAS (L), FIELD (P), or HOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
	ROOF TESTING SERVICES	250000000000000000000000000000000000000				
99	Inspection and Analysis of Built-Up Roofing					
99a	Monitoring Construction	Per Hour	}	<u> </u>	1	
996	Analysis of New Built-Up Roofing Components (ASTM D3617) - Cutting and Patching by Contractor	Per Sample				
99c	Austysis of Existing Bull- Up Roofing Components (ASTM D2829) - includes Temp. Patching and Moisture Percentage	Per Sample				
99d	Infrared Thermography of CMU Filled Cells & Molsture Intrusion - Inspection	Per Hour				
990	Infrared Thermography of CMU Filled Cells & Moisture Immision - Equipment Change	Each				
991	Puil Test (Reof Structure)	Per Test				
99g	Softening Point Test (ASTM D36)	Per Test	···			
3686460	ASPHALT TESTING SERVICES					
100	Compaction Testing	100000000000000000000000000000000000000				
100a	Nuclear Gauge Method (Minimum 4 tests per visit)	Lach				
100b	Calibrated Drive Steeve Method	Fach				
101	Field Monitoring - Engineering Technician	l'er Hour				
107	Field Standby Time per Technician	Per Hour				
103	Not Used					
104	Asphalt Plant Control	Per Hour			1	
105	Asphalt Coring					
105a	Asphalt Coring (Depth, Density) - 4"	Pach				
1056	Patch Core Hole (asphalt) - 4"	Each				
105c	Parch Core Hole (asphalt) - 6"	Fach]		
106	Asphalt Softening Point Text (ASTM 36)	Per Test		<u> </u>		
107	Depth Determinations (Base, Sub-hase)	Each				
108	Maintenance of Traffic (MOT) (Equipment)	Per Hour	·	I	i	l

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 Pacific & Construction's Director (Pre-Construction) with copy to the Purchasing Agent (Construction).

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

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

Page 9 of 9 Pages



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 Paris Pes	بقد أ			
Original Basic Fee	135			1
Current basic fee	1			
Current basic fee	-			
	1.88			
C0000000000000000000000000000000000000	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			

INVOICE TOTALS:

Summary	Current	Fee Previously B	illed This Invoic	e Balano	e
Basic Services	\$	\$	\$	\$	
Reimbursable	\$	\$	\$	\$	
Total:	\$	\$	\$	\$	

BASIC FEE TOTALS:

Period	Fee	Previously Bille	ď	ך	his Invoice	Balance		
From to dates	\$	\$	%	\$	%	\$	%	
	\$	\$	%	\$	%	\$	%	
	\$	\$	%	\$	%	\$	%	
	\$	\$	%	\$	%	\$	%	
	\$	\$	%	\$	%	\$	%	
Other Services	\$	\$	%	\$.	%	\$	%	
Total Previously Billed:		\$						
Total Amount This Invoice:		\$						
Total Balance:							\$	

Submitted By: Name:	Certified By: Name: Title:	Recommended By:	Approved By:
Title: Date: (Signature)	Project Manager Date:	Name: Title: Date:	Name: Title: Date:
	(Signature)	(Signature)	(Signature)
	<u> </u>		

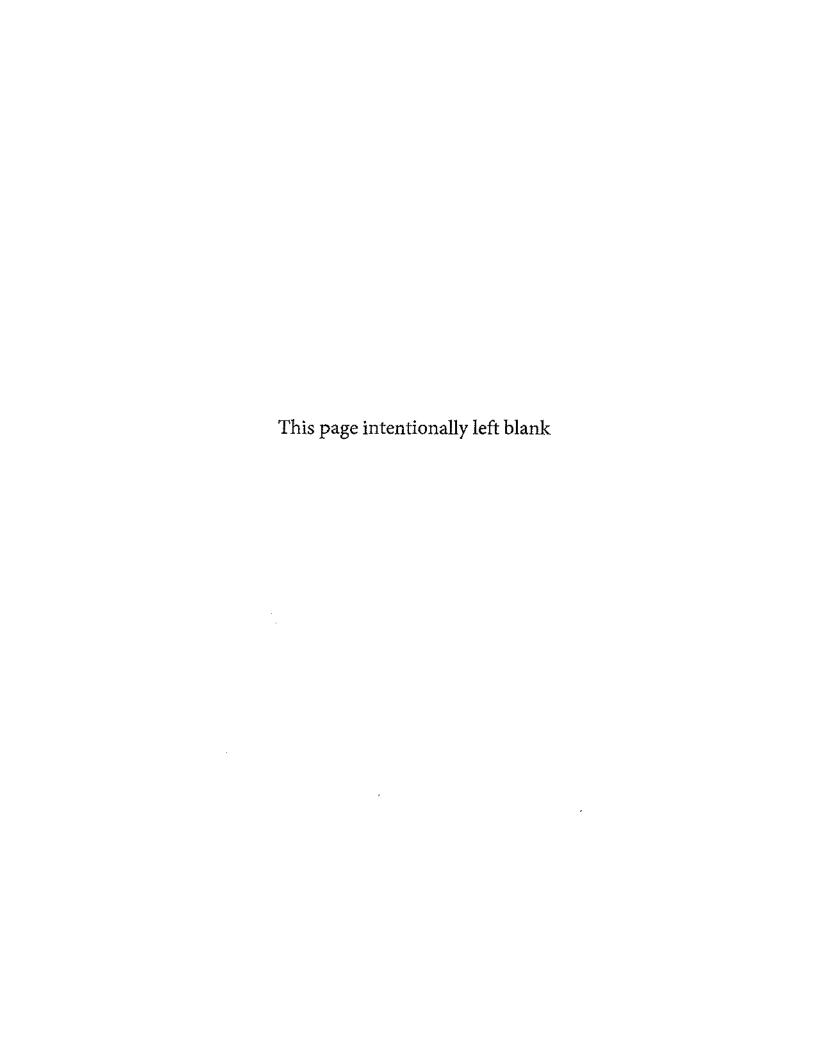


The School Board of Broward County, Florida Florida Facilities and Construction Management Department 2301 NW 26th Street Fort Lauderdale, FL 33311 (754) 321-1500

olic scho							
		Des	ign Pro	fessional's Re	eimbursable i	Invoice	
Project No:			Fa	cility Name:			
Project Title:				SBBC PC			
Design Professional's:				ATP N			
Remit to address:			···-	Invoice F	rom:	···	
		***************************************		Project Ma	anager:		
Item No.	Date			Reimbursable	item		Amount

					<u></u>		
	*****						······································

				Invoice Tot	al	\$	
Receipts for each Item m	ıust be a	ittached.					
Current Contract Amount:	\$						
Total This Invoice:			\$				
					\$	*:	
Total Previously Billed:					4		
Total Balance:						\$	
						· · · · · · · · · · · · · · · · · · ·	
Submitted By: Name:		ied By: Name: Titl		Recommend	-		d By: Name: Title:
Title: Date:	Project	t Manager Date:		Name: Title: D	ate:	Date:	
						Ē	
	\					12,	
(Signature)	(Signatu	τe)		(Signature)		(Signature)	



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

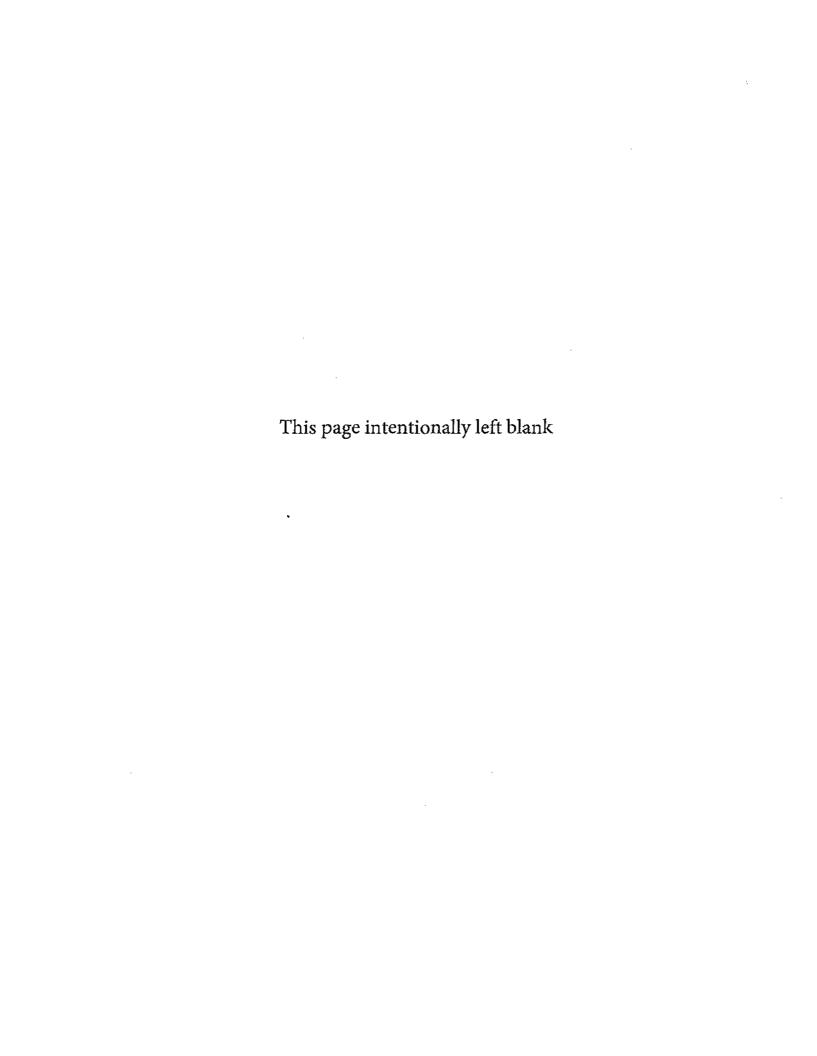
- 3.1 Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.
 - 3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example survey sheets)
- 3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.
- 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.





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

(754) 321-1500

			(734) 321-1300
	Consul	tant's Authorization	n To Proceed
Project No.: Location No.:	P.##### ####	Date:	2017
Project Title:	Name of Project	SBBC P.O. No.:	
		Line No.:	
Facility Name:	NAME OS SCHOOL	Project Manager:	
Project Consultant:	NAME OF VENDOR A/	E Dir. Capital Planni	ng & Programming
following s	services for the project refer	renced above.	you are hereby authorized to proceed with the
Schematic Des Bidding Other Services	Construction	opment Contract Administration	☐Construction Documents ☐ Warranty
This Autho	erization to Proceed is subje	et to the following attachmen	nts:
Attachmen	_	-	
	Project Schedule Professional Fees Previous ATP's of the required services on Cost (FLCC) for this pro	is specified on the Professi	ional Services Required with a Fixed Limit of
Original I	FLCC C	Current Cost Estimate	Revised FLCC by ATP
\$######	1111111	\$#########	\$########
		,	
Agreement ARCHITE ARCHITE The Basic	C(PSA) dated201 CT are in accordance with ECT dated2017 Services that will be proven	7 between The School Boar h the Proposal for Archited 7 (Revised, 2017 a	t be provided under the Professional Services d of Broward County, and NAME OF VENDOR ctural / Engineering Services from NAME OF nd2017) - See Attachment 1. tant under this ATP are defined in Articles 2.1
through 2.8	3 of the PSA.		
The Supple of the PSA		e provided by the Project Co	nsultant under this ATP are defined in Article 2.9
phase until	the completion of all docur	nents, required presentations	ct Consultant shall not proceed with the next and reports required for the phase being from the Owner, or the Office of Facilities &



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 ARCHITECT	URAL VENDOR		

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

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

Notes:

- Day 1 = One (1) calendar day after fully executed Authorization To Proceed is issued to the Consultant or a
 mutually agreed upon start date with SBBC Owner's Representative. Excludes all federal observed
 holidays.
- Completion of 100% Construction Documents is when Building Department issues Letter of Intent to Permit.
- 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.



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)

Professional Fees

Project No. & Location No.:

P.##### #####

Project Title: GOB SCOPE NAME

Facility Name:

NAME OF SCHOOL

Project Consultant: NAME C	F VENDOR A	VE					
Phase	Original	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
	Basic Fee						
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	\$########	00.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance - Document	\$#####.00	\$#########	100.0%	\$0.00	0.0%	\$0.00	0.0%
Reproduction							
Allowance - Specific Purpose	\$0.00	\$#########	100.0%	\$0.00	0.0%	\$0.00	0.0%
Survey & GPR							
Allowance - Geotechnical	\$0.00	\$########	100.0%	\$0.00	0.0%	\$0.00	0.0%
Allowance - Non-Destructive /	\$20,000.00	\$#########	100.0%	\$0.00	0.0%	\$0.00	0.0%
Destructive Testing							
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.

The School Board of Broward County, Florida Professional Service Agreement (07-25-12 MA)



Design and Professional Consulting Staff

Prime Firm: Wood Environment & Infrastructure Solutions, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
James A. Horton	Chief Engineer	QA/QC Engineer	50%	P.E.	jim.horton@woodpic.com
Brian S. Hathaway	Branch Manager	Contract Manager	75%	Professional Engineer	brian.hathaway@woodpic.com
Alex Rojas	Sr. Engineer	Construction Engineer Lead	75%	P.E.	alexander.rojas@woople.com
James A. Baiges	Sr. Engineer	Geotechnical Engineer	75%	P.E.	james.baiges@woodplc.com
Luis A. Ponce	Sr. Engineer	Geo/Construction Eng.	60%	P.E. /CGC	luis.ponce@woodplc.com
Augusto Poitevin	Sr. Engineer	Structural/Threshold Eng.	80%	P. E.	augusto.poitevin@woodplc.co

Subconsultant: Wood Environment & Infrastructure Solutions, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
James L. Brown	Project Engineer	Geotechnical Engineer	80%	P.E.	james.l.brown@woodplc.co
Blayke Polselli	Staff Geologist	Field Geologist	80%	GIT	blayke.polselli@woodplc.co
Walt Fauik	Sr. Engineer	Geotechnical Engineer	50%	P.E.	walt.faulk@woodplc.com
Richardo Fraxedas	Chief Engineer	Environmental Engineer,Lead	55%	P,E,	ricardo fraxedas@woodpio

Subconsultant: Wood Environment & Infrastructure Solutions, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Beth Howard	Project Engineer	Environmental Engineer	80%	P.£,	beth.howard@woodplc.com
Michael Woodward	Principal Engineer	Geotechnical Engineer	40%	P.E.	mike.b.woodward@woodpic.c
Kirk McIntosh	Principal Engineer	Geotechnical Engineer	40%	P.E.	kirk.mcintosh@woodpic.com
Philip Lyon	Project Engineer	Construction Eng.	80%	P.E.	philip.lyon@woodplc.com

Subconsultant: Wood Environment & Infrastructure Solutions, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Coleman Bender	Sr. Construction Insp.	Sr. Inspector	50%	N/A	coleman,bender@woodpic.co
Michael Lewkutz	Sr. Construction Insp.	CMT Coordinator	70%	N/A	michael.lewkutz@woodplc.c
Jose Quiroz	Lab Manager	Lab Manager	80%	N/A	jose.quiroz@woodplc.com
Valwin Knight	Sr. Technician	Field Technician	70%	N/A	valwin.knight@woodplc.com

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address
	•				

Subconsultant: RADISE International, LC.

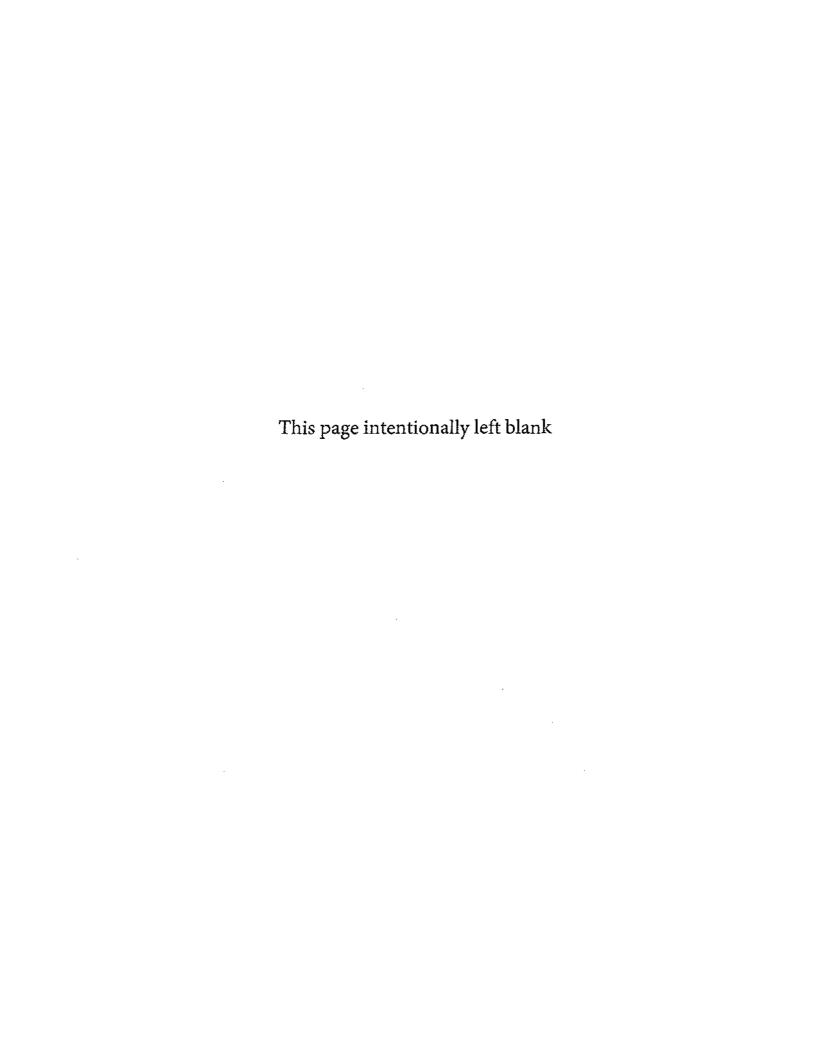
Name	Title	Role	Time Commitment	Florida professional license	Email Address
Gregory Stefmack	Vice President	Project Manager	5%	P.E. (2005)	gregory.stelmack@radise.ne
Tom Mullin	Chief Engineer & Geo. Services Grp. Consult.	Principal Engineer	5%	P.E. (1990)	Tom.mullin@radise.net
Akash Bissoon	Project Engineer	Project Engineer	10%	P.E. (2012)	akash.bissoon@radise.net
Andrew Nixon	Operations Manager	Senior Project Engineer	5%	P.E. (2010)	andrew.nixon@radise.net

Subconsultant: GCES Engineering Services, LLC

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Alejandro Montenegro	Principal Engineer	Senior Geotechnical	90%	P.E. 59426	alexm@gces-usa.com
Alberto Romannach	Senior Engineer	Project Engineer	80%	P.E. 56002	gces@gces-usa.com

Subconsultant:

mail Address	Em	essional e	Florida profes ficense	Time Commitment	Role	Title	Title	Name
								•
	—				<u> </u>			





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

(754) 321-0505

Attachment 6

Document 00455: Background Screening of Contractual Personnel

Project No: Various Location No: Various

Project Title: SMART Program Renovations (Contract No. CC-Geotechnical - 17-115C)

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 COUNTY OF Before me, the undersigned authority,	personally appeared
David B. Coversh	e/
sworn, made the following statement:	who, being by me first duly
Contractor Name:	Wood Environment & Infrastructure Solutions, Inc.
Address:	5845 N.W. 158th Street Miami Lakes, Florida 33014
2. My relationship to the Contractor named in (1) above is:	President
3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement)	(List relationship such as sole proprietor, partner, president, vice president, etc.) 91-1641772
INDICATED IN DOCUMENT 00200. CO STATUTES IS REQUIRED PRIOR TO PROCEED. The above-named Contractor presents Section 1012.465, Florida Statute	
NAME (Printed) DAWN & GOODSHOPE	TITLE: Sylurvasident
Notarization Sworn to and subscribed before me, the u	State of: County of: County of:
who is personally known to me or did produce: an identification and who did take an	David B. Goershel
	Mary V. Rolader Notary Public, Cobb County, GA mmission Expires on January 30, 2022

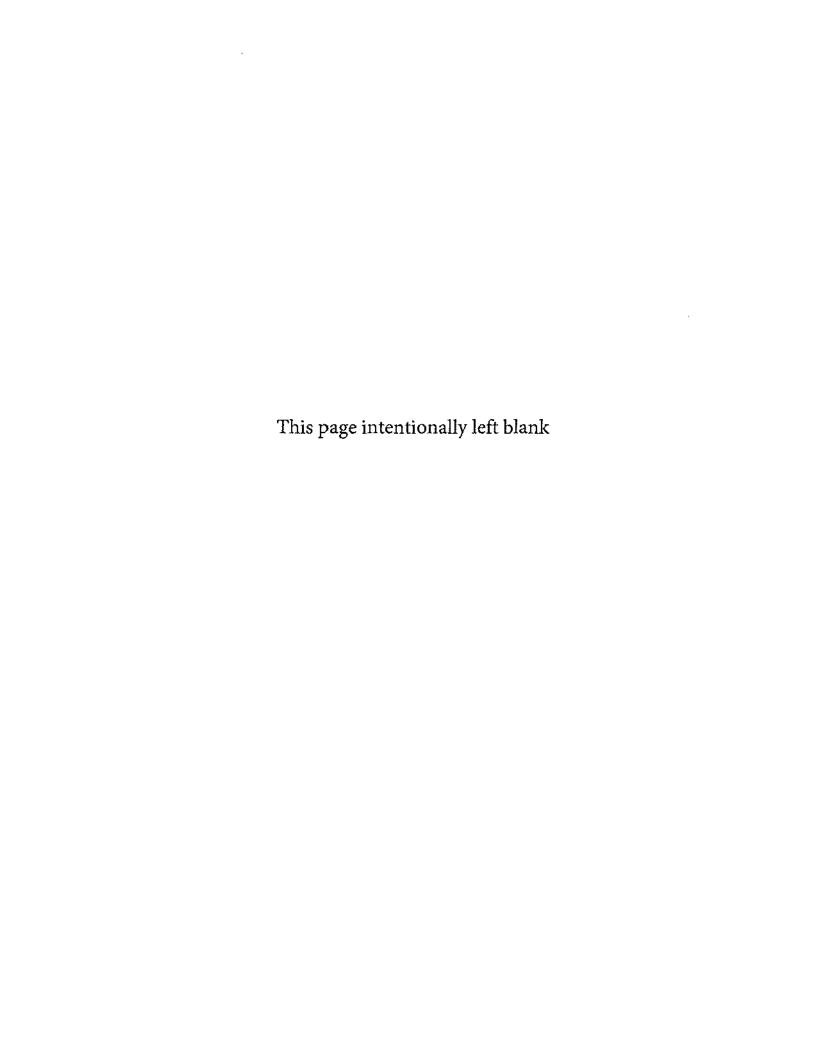
School Board of Broward County - Contractors & Vendors

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.



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

(Rev. November 2017) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

internal i	Revenue Service Go to www.irs.gov/Form/	NY for instruc	tions and the late	est inform	nati	on.			1				
	1 Name (as shown on your income tax return). Name is required on Wood Environment & Infrastructure Solutions, Inc		leave this line blank	-									
Ì	2 Business name/disregarded entity name, if different from above	**								******			
page 3.	Check appropriate box for federal tax classification of the person following seven boxes.		_	_			certa	ain ei	itions ntitles ins or	, not	es appi Individi e 3):	y only Jais; s	to ee
e. IIS ON	Individual/sole proprietor or C Corporation S Corporation Partnership Trust/esta						Exer	npt p	ауее	code	(if any)	5	J
Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC					LC is	morto (il noma)							
Seci	☐ Other (see Instructions) ► ☐ 5 Address (number, street, and apt. or suite no.) See Instructions. Requester's n								*********		ined autsi	de the C	S.J
						name	ena ec	icres	s (op	lonal	,		
1105 Lakewood Pkwy, Ste 300 6 City, state, and ZIP code													
Alpharetta, GA 30009													
Ī	7 List account number(s) here (optional)						***********						
									····				
Pari				1	5.4					~ ~~~			
Enter y	our TIN in the appropriate box. The TIN provided must mate by withholding, For individuals, this is generally your social se	ch the name g curity number	lven on line 1 to av r (SSN). However.	vold fora	500	HEIS	curity	rum	Der	ī		-	Ī
resider	nt alien, sole proprietor, or disregarded entity, see the instruc	ctions for Part	I, later. For other				-	-		-			
TIN, la	s, it is your employer identification number (EIN). If you do no ter.	ot nave a num	ber, see How to g		Oľ	<u></u>		L	.L	, ,			<u> </u>
Note:	f the account is in more than one name, see the instructions		o see What Name	and [Em	ploye	r ident	hica	tion r	ıumb	er]
Numbe	er To Give the Requester for guidelines on whose number to	enter.			9	1	_ 1	6	4	1	7 7	2]
					•	<u> </u>		ľ	<u>L'</u>	<u> </u>			<u> </u>
Part										—			·
	penalfies of perjury, I certify that: number shown on this form is my correct taxpayer identifica	ation number i	for Lam waiting for	a numbe	er ta	he is	sued	to m	el·a	nd			
2. J am Serv	not subject to backup withholding because: (a) I am exemple (IRS) that I am subject to backup withholding as a result onger subject to backup withholding; and	ot from backup	withholding, or (b) I have r	tot b	een	notifie	d by	the	Inten	nal Re d me	venue that i	am
3.1 am	a U.S. citizen or other U.S. person (defined below); and												
	FATCA code(s) entered on this form (if any) indicating that I	,	•	-									
you hav	eation instructions. You must cross out item 2 above if you have failed to report all interest and dividends on your tax return. I tion or abandonment of secured property, cancellation of debt, an interest and dividends, you are not required to sign the cert	For real estate, contributions	transactions, item to an individual reti	2 does no rement ar	t ар тало	ply. F seme	or mo nt (iRA	rtgag), an	ge int d ger	erest nerally	paid, y, pay	nents	i
Sign Here	Signature of U.S. person > Mloria Staff			Date ►	4	1	161	2.	01	8_			
Ger	eral Instructions	•	Form 1099-DIV (d	ividends,	inci	iudin	g thos	e fro	m st	ocks	or mu	itual	
Section noted.	n references are to the Internal Revenue Code unless otherw	•	Form 1099-MISC roceeds)	(various t	type	s of I	incom	e, pr	izes,	awa	rds, or	gros	s
related	developments. For the latest information about developments form W-9 and its instructions, such as legislation enacted.	ents .	Form 1099-B (sto ansactions by bro		tual	fund	sales	and	certe	aln ot	her.		
	ey were published, go to www.irs.gov/FormW9.	•	Form 1099-S (pro	ceeds fro	m r	eal e	state t	rans	actio	ns)			
Purp	ose of Form		Form 1099-K (me				•	-				•	
Informa	vidual or entity (Form W-9 requester) who is required to file a stion return with the IRS must obtain your correct taxpayer	1	Form 1098 (home 098-T (tuition)			teres	1), 109	8- <u>⊨</u>	(Stua	ent	oan in	terest) ,
	cation number (TIN) which may be your social security numb Individual taxpayer identification number (ITIN), adoption		Form 1099-C (car Form 1099-A (acq	•	•	ando	nment	of s	ecur	ed pr	opertu	ì	
taxpay (EIN), t	er identification number (ATIN), or employer identification nu o report on an information return the amount paid to you, or	umber other	Use Form W-9 on lien), to provide yo	ly if you a	are a	u.s				٠.		,	
returns	t reportable on an information return. Examples of information include, but are not limited to, the following. 1099-INT (interest earned or paid)	OII	If you do not retu e subject to backu	m Form V	V-9	to th							ht

• Form 1099-INT (interest earned or paid)

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 tracte 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 allen 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 first temps.

- 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.
- 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,
- 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,
- 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
- 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, fist 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, FTIN 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. Sofe 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)(ii). 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 payers 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(а)
 - 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 \$5,0001	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, 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 (

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:
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account
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 ^t The actual owner ^t
Sole proprietorship or disregarded entity owned by an individual	The owner ²
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:
Disregarded entity not owned by an Individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
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) (Bi)	The trust

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

- ³You 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.
- 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

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.

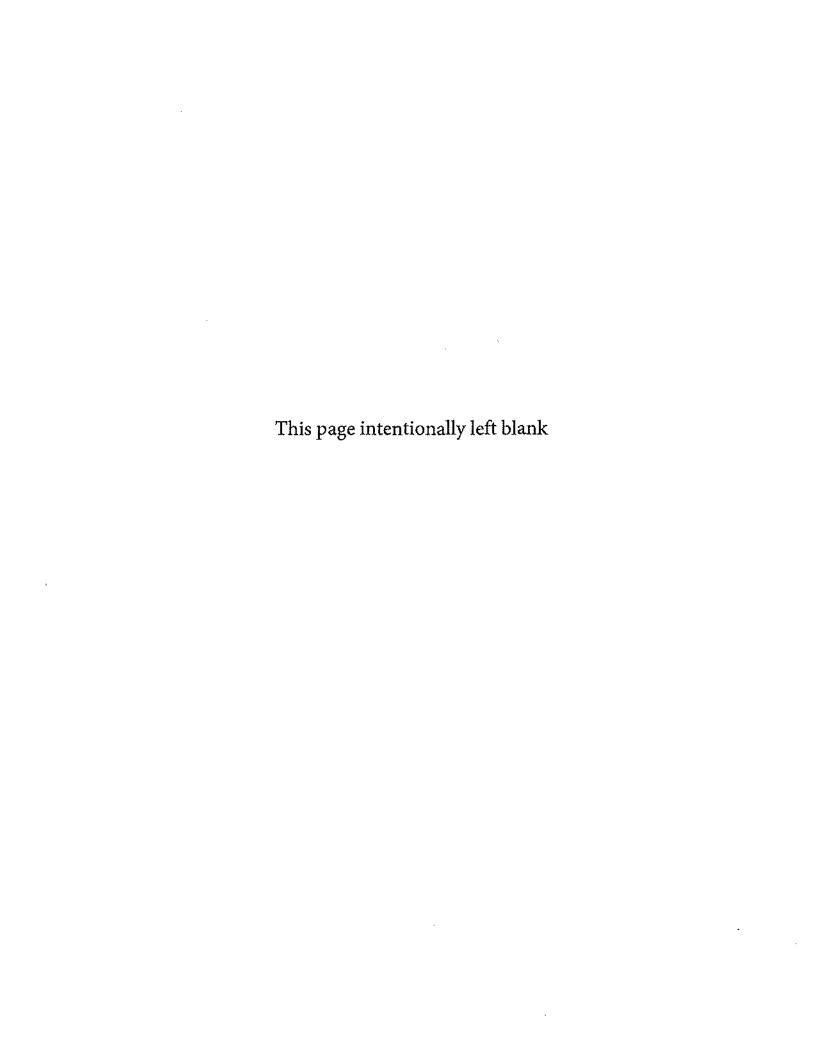
If you receive an unsolicited email claiming to be from the iRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal 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.

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





The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 8

Truth in Negotiations Certification

Project Name:

SMART Program Renovations

(Contract No. – CC – Geotechnical – 17-115C)

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 - Geotechnical - 17-115C)

Are accurate, complete and current as of

May 21, 2018

FIRM: Wood Environment & Infrastructure Solutions, Inc.

SUP

President-:

Reference: Florida Statutes 287.055

Wood Environment & Infrastructure Solutions, Inc. 5845 N.W. 158th Street Miami Lakes, Florida 33014

Tel (305) 826-5588 Fax (305) 826-1799











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

VENDOR NAME: Wood Environment & Infrastructure Solutions, Inc.

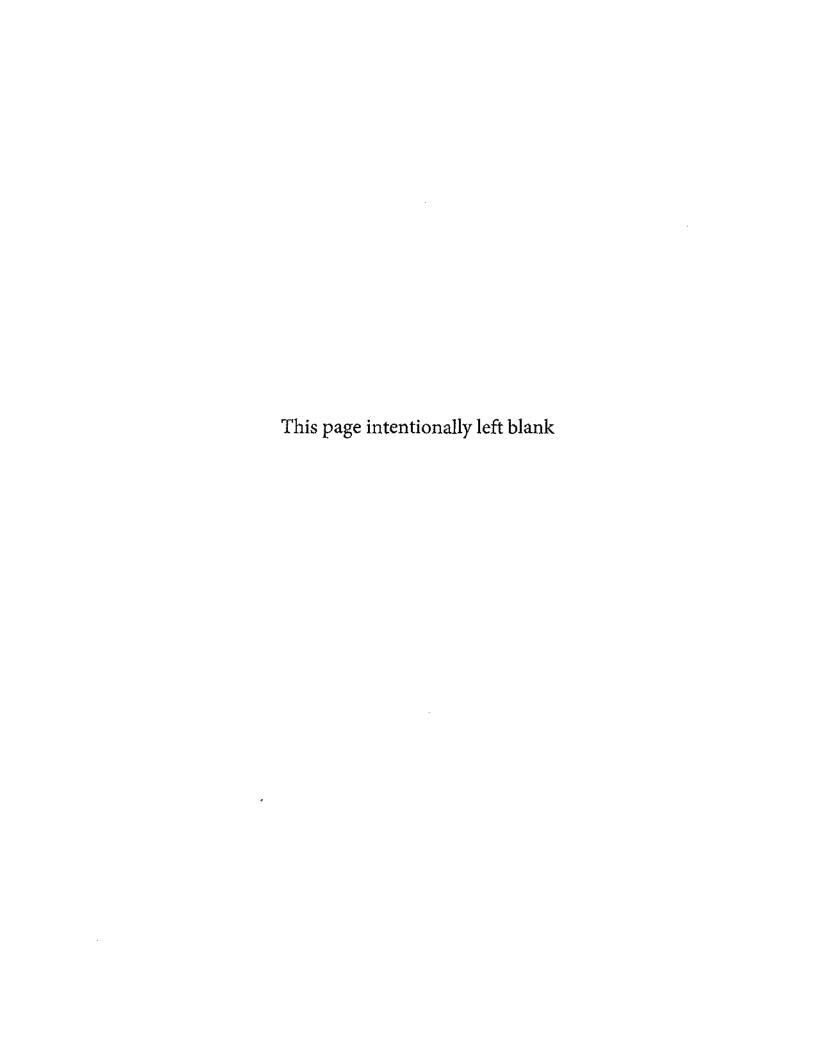
Authorization Agreement

I (we) hereby authorize <u>The School Board of Broward County</u> to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize <u>The School Board of Broward County</u> 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.

or o	Account Informat	ion	
Name of Bank or Fina	ancial Institution: Bank of America L	ockbox Services	
Branch/ State:	540 W. Madison, 4th Floor, Chica	igo, IL 60661	
Routing No:	111000012		
Account No:	4427306257	Checking	Savings
VENDOR AREA: Remittance Confirmation (please select one)	on: <u>ricardo.fraxedas@woodplc.con</u>	Fax	lism3
Federal Identification N Vendor	lo. 91-1641772	TAX ID#	ss# □
	Update Purchase Order Fa	x & Email Address	
Centralized Fax Number	PF	postporte	Dept
Centralized Email	ar.aee@woodplc.com		_ Dept
Centralized Phone No.	1-770-360-0600		_ Dept
Authorized Signature (Primary) and Business	Will hall of	VP	Date: 5/2//8
Authorized Signature (Joint) and Business tit	ile:	· · · · · · · · · · · · · · · · · · ·	Date:
	Please attach a VOIDED check to verify bank deta This form must be returned to: SBBC – Purchasin W. Oakfand Park Blvd, Sunrise FL 33351 call: 754-3	g – Data Strategy Group	
	For Use by DATA STRA	TEGY GROUP	
Vendor Account#	Date Ente	ered In	nitials:
Board of Broward Cour	ntu		

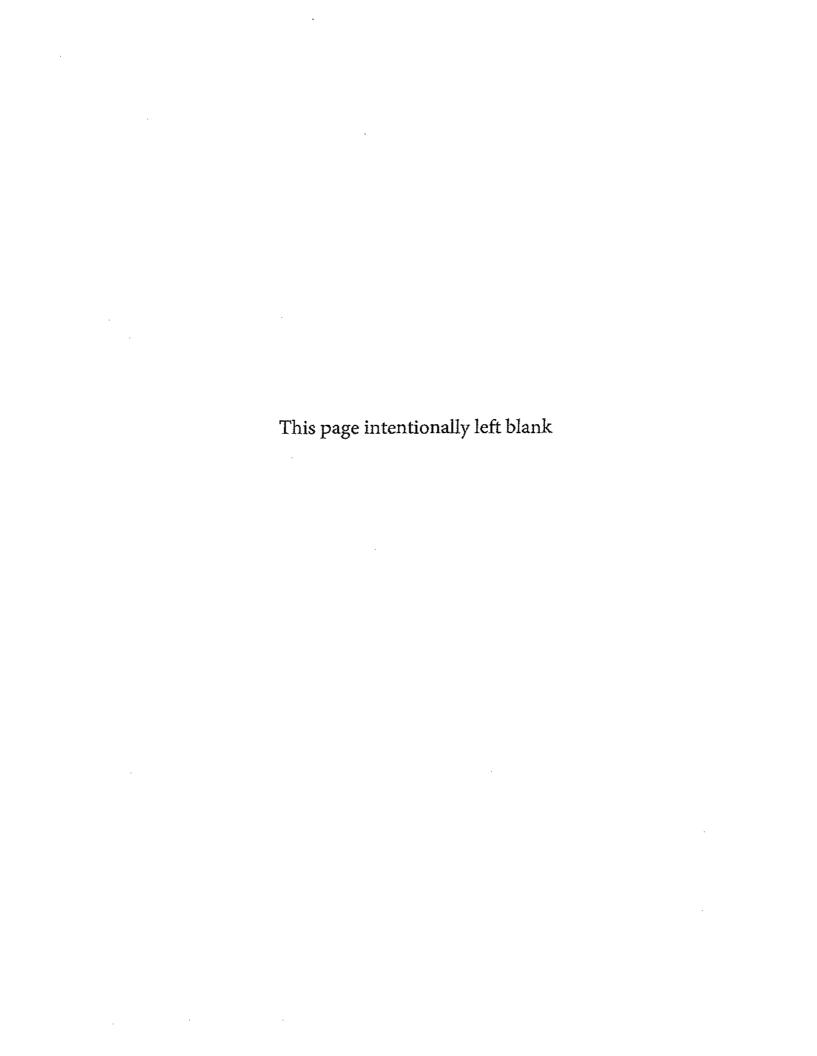


RFQ # and NAME_17-115C Geotechnical Engineering Services

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
NA	NA	NA
-		
·		
Check one of the following and sign:		
I hereby affirm that there are no ki	nown persons employed by Proposer who are a	also an employee of SBBC.
I hereby affirm that all known persidentified above.	sons who are employed by Proposer, who are	also an employee of SBBC, have been
NOW KXHUL	Wood Environment & Infras	tructure Solutions, Inc.
- / Signature	Company	Name
Lytle C. Troutt, Jr.	5845 N.W. 158th Street	
Name of Official	Business A	ddress
	Miami Lakes, Florida 33014	
	City, State, Zip Code	





April 26, 2018

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

RE: RFQ No.17-115C - Continuing Contracts - Design Professional Services for Geotechnical 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 Florida (SBBC) for RFQ No. 117-115C, Continuing Contracts - Design Professional Services for Geotechnical Engineering. The document includes our statement of commitment to our Minority/Women Business Enterprise (M/WBE) subconsultants, RADISE International, L.C. (RADISE), and GCES Engineering Services, LLC (GCES) along with the Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Price Worksheets and RADISE's and GCES's M/WBE certificates.

Minority/Women Business Enterprise (M/WBE) Participation

RADISE is an SBBC-Certified Subcontinent—Asian American MBE firm and GCES is an SBBC-Certified Hispanic American MBE firm, and as such they are eligible for M/WBE participation. Amec Foster Wheeler has made a 20% participation commitment to RADISE and 5% participation to GCES for various services, including engineering, laboratory, field exploration and testing services.

Sincerely,

Amec Foster Wheeler Environment & Infrastructure, Inc.

Brian S. Hathaway, PE

Branch Manager/Principal Engineer

Brian A. Hathaway

(561) 248-9136 (cell)

brian hathaway@amecfew.com

Attachments:

- Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Price Worksheets
- b. M/WBE Certificates for RADISE and GCES

Procurement & Warehousing Services SUPPLIER DIVERSITY OUTREACH PROGRAM

THIS CERTIFICATE IS AWARDED TO

Radise International, L.C.

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS
SET FORTH BY THE SUPPLIER DIVERSITY OUTREACH PROGRAM OF THE
SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
FOR

CERTIFICATION

Small/Minority/Women Business Enterprise

(S/M/WBE)

Asian-Pacific American

ON THIS DAY January 8, 2018

Mary Catherine Coker
Director, Procurement & Warehousing Services

Certification #: 3330-00126 03

Expiration Date: 1/8/2020





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

(754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Name:	Amec Foster Wheeler Environment & Infrastructure, Inc.	Date Submitted: Thursday, April 26, 2018				
ITEM NO.	DESCRIPTION	UNIT	RATE	MULTIPLIER	TOTA RATI	
	ENGINEERING / ENVIRONMENTAL SERVICES					
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour	\$67.00	2.85	5 19	0.9
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour	\$55,00	2.85	\$ 15	56.7
_3	Project Engineer/Manager/Scientist	Per Hour	\$44.00	2.85	\$ 12	25.4
4	Staff Engineer/Scientist	Pet Hour	\$38.00	2.85	\$ 10	18.3
5a	Threshold Inspector, P.E., Senior Inspector	Per Hour	\$65.00	2.85	5 18	15.2
5b	Threshold Agent	Per Hour	\$38.00	2.85	\$ 10	18.3
6	Roof Installation / Materials Inspector	Per Hour	\$34.00	2.85	\$ 9	76,9
7	A.C.1. Certified Technician (minimum Field Level 1)	Pet Hour	\$30,00	2.85	\$ 8	15,5
8	Environmental Technician	Per Hour	\$30.00	2.85	\$ 8	15,5
9a	Senior Engineering Technician	Per Hour	\$32.00	2,85	5 9	1.2
95	Engineering Technician	Per Hour	\$24.00	2.85	\$	58.4
10	Certified Radon Specialist	Per Hour	\$40.00	2.85	\$ 11	4.0
	SUPPORT SERVICES					
11	CADD Operator	Per Hour	\$24.00	2.85	S 6	(H,4)
12	Fechnical Score tary	Per Hour	\$21.00	2.85	\$ 5	59.8
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour	\$25.00	2.85	\$ 7	71.2
14	Subcontracting Costs	Markup (%)	17000000000000000000000000000000000000	15%	17:18:47:117	77
						21.07
15	Supplemental Services Multiplier	Multiplier	10000000000000000000000000000000000000	NA NA	NAME OF TAXABLE PARTY.	A 150

Note 1: These rates will be set for the lirst 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.s. allowances) should be direct costs with no mark-up.



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building S Fort Lauderdale, Florida 33311

Apachment 11

(754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

	goobo or gerarces and opno He	Portutes onte L	inces
Name: Amer Foster Wheeler Environment & Infrastructure, Inc.		Date Submitted	Thursday, April 26, 2018
Name:		.:	Commence of the Commence of th
Subconsultant		Subconsultant	San a series a self-amora a con-
Name! Kadise International, L.C.		Roles	Geotechnical Engineering & Testing Services

ITEM NO.	DESCRIPTION	UNIT	RATE	MULTIPLIER	TOTAL RATE
	ENGINEERING/ENVIRONMENTAL SERVICES	· <u>************************************</u>	opedayaya jiriyeye		
1	Principal Hagineer, P.E.Principal Geologist, P.G.	Per Hour	\$66,11	2.90	5 191.72
2	Senior Engineer, P.E. Senior Geologist, Principal Geologist	Per Hour	\$63,46	2.90	\$ 184.03
3	Project Engineer/Manager/Scientist	Per Hour	\$40,87	2.90	\$ 118.52
4	Staff Engineer/Scientist	Per Hour	\$34,14	2.90	\$ 99.01
52	Threshold Inspector, P.E., Senior Inspector	Per Hour	\$63,46	2,90	\$ 184.03
5b	Threshold Agent	Per Hour	\$37,99	2,90	\$ 110.17
7	A.C.1. Centified Technician (Minimum Field Level 1)	Per Hour	\$30,34	2.90	\$ 87,99
8	Environmental Technician	Pet Hour	\$30.28	2.90	\$ 87.81
9a	Senior Engineering Technician	Per Hour	\$30.34	2.90	S 87.99
<u>9</u> b	Engineering Technician	Per Hour	\$25.20	2.90	\$ 73.08
CHERONOS PAR	SUPPORT SERVICES			Ozagona copymista	et dagaget deget
	CADD Operator	Per Hour	\$25,24	2.90	\$ 73,20
12	Technical Secretary	Per Hour	\$20,00	2.90	\$ 58.00
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour	\$26,00	2.90	\$ 75.40



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Landordale, Florida 33311

[764] 321-1600

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Name: Amee Foster Wheeler Environment & Infrastructure, Inc.

Date Submitted: Thursday, April 26, 2018

Subconsultant GCES Engineering Services LLC

Subconsultant Geotechnical Engineering & Testing Services.

item no.	DESCRIPTION	UNIT	RATE	MULTIPLIER	TOTAL RATE
19460-994-9777-1946-1946-1946-1946-1946-1946-1946-1946	ENGINEERING / ENVIRONMENTAL SERVICES		0.000.000.000.000000000000000000000000	nawayawa kacama	444.49343548-5
1	Principal Engineer, P.E./Principal Gerlogist, P.G.	Per Hour	\$54.00	2,85	\$ 153,90
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour	\$45.00	2.85	\$ 128.25
3	Project Engineer/Manager/Scientist	Per Hour	\$35.00	2.85	\$ 99.75
4	Staff Engineer/Scientist	Per Hour	\$28.00	2.85	5 79.80
_7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour	\$23.00	2.85	\$ 65.55
9a	Senior Engineering Technician	Per Hour	\$22,00	2.85	\$ 62.70
95	Engineering Technician	Per Hour	\$19.00	2.85	S 54.15
	SUPPORT SERVICES				
11	CADD Operator	Per Hour	\$22.00	2.85	\$ 62.70
12	Technical Secretary	Per Hour	\$15,00	2.85	\$ 42.75
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour	\$25.00	2.85	S 71.25



The School Beard of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building & Fort Landerdale, Florida 33311

(754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company
Name:
Name:
Subconsultant
Name:
Ambient Technologies, Inc.

Date Submitted: Thursday, April 26, 2018

Subconsultant Geotechnical Engineering Services
Role:

ITEM NO.		DESCRIPTION	UNIT	RATE	MULTIPLIER	TOTAL RATE
STREET,	ENGINEERING/ENVIRON	MENTAL SERVICES				
. 1	Principal Engineer, P.E./Princip	of Geologist, P.G.	Per Hour	\$51,00	2.85	\$ 145.35
. 2	Senior Engineer, P.E./Senior Ge	ologist, Principal Geologist	Per Hour	543,00	2.85	\$ 122.55
. 3	Project Engineer/Manager/Scien	tist	Per Hour	531.58	2,85	\$ 90,00
4	Staff Engineer/Scientist		Per flour	\$26.50	2.85	\$ 75.53
8	Environmental Technician		PerRoar	\$22.00	2.85	\$ 62.70



The School Board of Broward County, Flexida Office of Pacifities Construction 2301 kW 26th St., Building B Port Landerdale, Florida 33311

Geotechnical Engineering Scope of Services and SBSC Negotiated Unit Prices

Company
Amoc Poster Wheeler Environment & Infrastructure, inc.

Date Submitted: Thursday, April 26, 2018

rtem 80.	DESCRIPTION	UNIT	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	AMEC RATE	RADISE RATE	GCES RATE	IN-HOUSE SERVICE (Y/N)	LIST SOR/SOBS PROVIDING SERVICE
0.0000000000000000000000000000000000000	GEOTECHNICAL EXPLORATION SERVICES	SENSON WELLS	450000000000000000000000000000000000000	gagopoo <mark>le</mark> engggood	veternous services		oyyandan	
16	Mobilization/Densobilization + Drill Rig & Crew	550000000000000000000000000000000000000				9781478G (XXI		
iós	Mobilization/Demobilization - Dritt Rig & Craw (Truck Rig)	Lamp Same	F		5.195.00	\$450.00	N	Neter/DCES
169	Mobilization Demobilization - Drill Rig & Crew (Track Rig)	Lump Sun	F		\$495,00	\$550,00	N	Ballin / CCTS
16c	Mobilization Demobilization - Drill Rig & Crew (Mad Bug Rig)	1,wap Som	j j		\$495.00	\$550.00	N	Refea / GCES
16d	Mobilization/Demobilization - Deiff Rig & Crew (Mini Rig)	Lomp Som	F	Cost + (%Markup)			N	
16e	Mobilization/Demobilization = Drill Rig & Crew (Tri-pad)	Lump Sum	F	.	2395.00	\$400.00	N	Reduc (GCES)
17	Standard Penetration Test Borings (ATSM D-1586), Truck Rig, Track Rig, or Mud Bug Rig	14 5 1 Comment of the			Circon Caron	Sec. 25.		
174	G - 50 Foot Depth Interval	Per I.F.	F	\$13.50	\$18.00	\$13.50	N	Entire / OCES
17b	51 +100 Foot Depth Jaterral	Per L.F.	F	\$15,50	\$20.00	\$15.50	N	Paties / GCF,5
17c	101 - 150 Foot Depth laterval	Per L.F.	F	\$18.50	\$22.00	\$18,50	N	E-th-/OCES
18	Auger Borings (Drill Rig = ASTM 4700)							
182	0 - 50 Poot Depth Interval	Per L.F.	F	\$10.00	\$14.00	\$10.00	N	Badou (4)Cl/3
18b	51 - 100 Foot Depth Interval	Per L.F.	F	\$11.00	00.512	511.00	N	Salar / (CCS)
1 No	101 + 150 Foot Depth Interval	Pti L.R.	F	\$12.6G	\$22.00	\$12.00	N	Redian/GCES
19	Cone Penciration Testing							
19	6 - 50 Foot Continuos Data Sampling	Per L.F.	F	Cost + (% Markup)			N	
196	51 - 100 Foot Continuous Data Sampling	Per L.F.	F	Cost + (%Markup)			N	
196	161 - 150 Foot Continuous Data Sampling	Per L.F.	Ÿ :	Cost + (%Markop)			N	
20	Undistribud Samples (Shefuy Tubes)	WWW. Program		70770000000000000000000000000000000000			1636466	
20a	0 - 50 Foot Depth Interval	Per Sample	F		\$57.00	\$100.00	N	Retion / CCS-3
20b .	51 - 100 Foos Depth Interval	Per Sample	F		\$63.00	\$120.00	N	Radice / DCT/25
21	Temporary Casing (3 or 4-lach Casing - indicate which size(s) is being offered)			www.ywww.y		, (10), 47 (10), (1), (1)	Grander, e.	
212	0 - 50 Feet	Per f.F.	F		\$8.00	\$5.50	N	Sades / GCES
21b	51 × 100 Feet	Per L.P.	F		59.00	\$6.50	N	Radius / GCES
21¢	101 - 150 Feet	Per L.F.	F		\$11.00	\$7.5Q	N	Redict / OCEX

The School Board of Broward County, Florids
Geotecholds Engineering Scope of Services and Unit Pricing
February 5, 2018

Page 5 of 11 Pages



The School Board of Broward County, Florida Office of Facilities Construction 2301 FW 26th St., Building S Fort Landoutale, Florida 23311

Name:	Amec Foster Wheeler Environment & Infrastructure, Inc.	Date Submitted	l: Thursday, April	26, 2018				
LEST NO.	DESCRIPTION	UNIT	PERFORMED IN LAB (L), FIELD (E), or BOTH (B)	AMECRATE		GCES RATE	SERVICE (Y/N)	LIST SUBSUBS PROVIDING SERVICE
us glaskeri	GEOTECHNICAL EXPLORATION SERVICES - CONTINUED	enaska Wangaraka				1 0 may 1 may		vacges estimate
22	Temporary Casing (6-foch Casing)						140710 (1706)	
22.	0+50 Feet	Per L.F.	F		\$10.00	\$7.00	N	RAMA / OCES
226	51 - 100 Feet	Per LF.	j j		512.00	58.00	N	Latine (OCC)
22e	101 - 150 Feet	Per I_F.	F*		\$14.00	\$9.00	Ň	Rober / GES
23	Muck Probing	78157018846867			71	\$100 DESCRIPTION	250 E VAN SET	Year area and
234	Z-Man Crew	Per Hour	F	\$165.00		[]	ΥΥ	
23h	3-M≠o Crew	Perilous	F	\$235.00			Y	
24	Permeability Tests - Field (Extituation up to 15 Ft)	Per Test	F	\$475.00			Y	
25	Field instrumentalion Equipment	Upon Request	¥	Cost + (% Matkup)	i		N	
26	Drill Service from Physics Platform	Upon Request	F	Cost + (%Markup)	<u> </u>	i — —	N N	
27	Rock Coring (Tronk Mounted)	140000000000000000000000000000000000000	1674,638,639	v.e				
27a	8 - 50 Foot Depts Interval	Per L.P.	F		\$45,00	\$45.00	N	Frontier/DOINE
27h	SJ 100 Foot Depth interval	Per L.F.	F		\$55.00	\$55,00	И	Autho / 003/3
27e	301 - 150 Foot Depth Interval	Per I.,F.	F		\$75.00	\$70,00	N	Padira / CCSS
28	Fillable Porosity							
28a	3° Casing	Per J.,F.	F		\$20.00	<u> </u>	N	Radine
2.85	4° Casing	Per L.F.	P		\$24,00	[N	Radja
29	Grout Botcholes (0 - 50 Feet)	Per 1.F.	F		\$7.00	39.00	N	Salise / OCEX
30	Site Clearing Supervision	Per Hour	F	\$85.(x)			Y	L
31	Well Development/Montitoring	\$40.80 <u>6.80</u>						
31a	Well Development up to 20'	Per Hour	F		\$150.00	[N	Radios
316	Well Development up to 40'	Per Hour	P		\$150,00]	N	Rotre
31c	Monitoring Well 2" Dismeter (up to 15')	jach	P		\$585.00		N	Tube:
3fd	Concrete Pad Lock Above Garand	Fach	F		\$275.00		N	Retice
3tc	Concrete Pad Flush to Ground with Lock	Exch	F		5250.00		N	Radise
32	Decentamination of Equipment	Per Hoar	F	1	\$150,00	<u> </u>	N	Lebo
33	Extra Split Spoons (Trunk Mounted)	www.eigheser				<u> </u>	\$245594665455	W/1.Virughtput/sg.
33c	0 - 50 Feet	Per Sample	F		\$25.60	\$25.00	N	Septe 10CES
336	SI - 100 Feet	Per Samplo	F		\$35,00	\$35.00	N	Profess / GC255
34	Ground Penetrating Radios (OPR) (No mobilization)	Per Day	F		Cost + (% Markup)	l l	N	Radios



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Bellding 8 Fort Landerdale, Florida 33511

Name:	Amec Poster Wheeler Environment & Infrastructure, Inc.	Date Offollicies	I nursely, April	20, 2010	. <u>12</u>	<u> </u>		
TEM NO.	DESCRIPTION	UNIT	PERFORMED IN LAG (L), FIELD IF), or BOTH (B)	AMEC RATE	RADISE RATE	GCES RATE	SERVICE (E/N)	LIST SUBSORT PROVIDING SERVICE
2870/2409	GEOTECTINICAL EXPLORATION SERVICES - CONTINUED	\$2000000000000000000000000000000000000	WHON STREET		97333333333333434 <u>37</u> 3	anderstablike	NEW SERVICE CONTROL	98300000000000000
35	Pile Testing & Monttoring	ANESABORY 00/4005		TERRETARING PARTY.	Difference (Contraction)	OLOH FERMAN		
35*	EDC Englipsent	Each	F		\$850,00		N	Refre
35b	EDC Equipment Mobilization	Day	F		\$350,90	T	N	Radae
35e	PDA Equipment	Fach	F	\$600.00	·······		Y	i
35 <u>4</u>	PDA Equipment Mobilizatios/Demobilization	Day	F	\$350.00			Ÿ	l
35e	Monitoring PDA	Pet Hour	F	\$108,30			Y	
35f	Pile Installation Observation	Per Hour	F	\$89.00			Y	
35g	CAPIVAP Analysis	Day	F	\$400,00			Y	
3.5b	GRI,WEAP Analysis	Each	P P	\$500.00			Ϋ́	i
36	TIP Equipment Mobilization	Esch	F		\$350.00		N	Radias
	Additional Tests	\$50200000000000000000000000000000000000	8500.35 P. W. W. W. W.	820000000000000000000000000000000000000	en verten biologia		ON NEW YORK OF THE OWNER.	
374	Siesmograph & Sound Level Meter	Per Day	F		\$350.00		N	92544
37Ь	Vibration & Noise Manitoring (Equipment only)	Per Day	F	\$350.00			Y	
37c	Static Load Test	Per Test	F	TBD	····.		γ	
The second	ENVIRONMENTAL SERVICES					**************************************		Charman Co
39	OVA Regul	Per Day	В	Cost + (%Markup)			N	
40	Groundwater Sample Analysis by EPA	Facil	1)	Cost + (% Markep)			N	
41	Soil Sample Analyzed for EPA Methods	Each	В	Cost + (%Markup)			N	
42	Facore Samples, Low Layer Soll Sample	Esch	В	Cost + (%Markup)			N	
42a	VOCs by EPA Meibrid 8260	Each	В	Cost + (% Markup)			N	l
426	SVOCe by EPA Method	Fach	В	Cost + (% Markup)			N	l''
42c	PATIS SIM by EPA Method 8270	Fach	<u> </u>	Cost + (%Markup)			N	
424	RCRA 8 Metals by EPA Method 6010	Each	Ð	Cost + (朱Markup)			N	
42e	Metals By EPA Method 6010	Each	В	Cost + (% Markup)			N	
421	TRPH by FLYBO	Esch	В	Cost + (% Markuri)		1	N	





The School Board of Broward County, Florida Office of Facilities Construction 2301 RW 26th 8t., Suliding 8 Fort Landerdale, Florida 3331

Company Name:	Geotechnical Engineering Scope of Services and SBE Amec Poster Wheeler Environment & Infrastructure, Inc.	Date Submittee	l: Thursday, April	26, 2018				:
item no.	DESCRIPTION		PERFORMED IN (AB (L), FIELD (F), or BOTI! (B)		RADISE RATE		INTIOUSE	List Sursur Providing Service
858 B 1870 F	JAHORATORY TESTING	sviki kapingnavataka	dynamikaraninya	4033334334545454545	angayanii kataway	www.company		
43	Atterberg Umits	10220/4024240/041					MINAMPINESS.	ter en
434	Liquid Limit and Plastic Limit	Per Sample	L L	\$80.00		1.	Y	\
44	Grafa Size Distribution	Per Sample	Ē,	\$75.00	1		Y	
45	Percent Flues (Wash No. 200 Steve)	Per Sample	L	\$45.00			Y	1
46	Hydrometer Analysis with Grain Size Distribution	Per Sample	l,	\$140.00			Y	
47	Organic Content Determination	Per Sample	L L	\$54.00			Y	
48	Moisture Content	Per Sample	Ł	518,00	1	1	Y	
49	Specific Gravity (floe aggregate/anil)	Per Sample	L	\$65.00	·····		Y	
50	Specific Gravity (course agenerate)	Per Sample	l.	\$70.00			Y	···
51	Consolidation	Per Sample	i L	····	\$700.00		N	Theire
51a	With Hysteresia Lessy	Per Loop	T L	\$350.00			Y	
52	Permeability Tests - Laboratore	1777 (2007)	and the second			Company of the	787 A 10 A 10 A	. 47 (1.0 × 7 × 1.0)
52a	Granuler Soil (Constant Head)	Per Sample	r.		5265.00		N	Pading
\$2b	Cohesive Soit (triaxial, back pressure saturated)	Per Sample	L L		\$400.00		N	£ polyme
53	Unconfined Compression Tests	Per Sample	T.	\$100,00			Y	
54	pil	Per Sample	1.	\$35.00			Y	1
55	Resistinfry	Per Sample	1,	\$50.00			Y	
. Sti	Chloritie	Per Sample	L.	\$40.00		1	У	<u> </u>
57	Sulfate or Sulfide	Per Sample	L.	\$45,00			Y	
58	Corresion Resistance (pH, R, Cl, Su)	Per Sample	L	\$170.00			У У	
59	Turbidity (sample FOB laboratory)	Per Sample	ī.	\$60,00	T		Y	
60	Rock Com Testing	1800 N. W.	sauringerted?			Section 1	(20-76-20)	37433474
60s	Unit Weigh;	Per Sample	L		\$65,00	\$65,00	N	Refer / GLTS
60b	Unconfined Compression Tests	Per Sample			\$125.00	\$65.00	N	Radius / OCSS
60c	Splitting Tensile Tests (Minimum of 3)	Per Sample	1,		\$168.00	1	N	Redica
604	Rock Core Boxes	Per Sample	1,		\$40,00	\$40.00	N	ZaSa/OCES

The School Board of Stoward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 3, 2018

Fage 8 of 11 Pages



The School Board of Browned County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Port Landerdale, Florida 33311

Warne	Arnec Foster Wheeler Environment & Infrastructure, Inc.	Date Submitted:	Thurnday, April	26, 2018				
TEM NO.	DESCRIPTION	UNIT	PERFORMED IN LAB (L), FIELD (5), or BOTH (B)	AMEC RATE	RADISE RATE		IN-ROUSE SERVICE (V/N)	LAST SURFAIRS PROVIDING SERVICE
40,40 <u>,444</u> 9	SOILS TESTING	17881318409 ⁵ 11777		rgygggillarianasang	410100000000000000000000000000000000000			
63	Field Density Tests (Minimum 5 tests) (ASTM D1556-90 - Method D)	Per Test	F	\$35.00			Y	
62	Limensels Bearing Hatio (LBR)	Per Sample	Ł	00.0882			Y	
63	Standard or Modified Promor (ASFM D698 or D1557-91)	Per Sample	I,	\$155.00			Y	ł
64	Double Ring Inflitrometer Test	Per Test	F	5450.00			Y	
65	Soil-Coment, Field Inspection and Testing	Pet Hout	F	\$75.00		I	ΥΥ	
66	Soil-Coment, Laboratory Design Mixes (FOB Laboratory, FDOT Method)	Per Mix	1.		\$1,500.00		N	Refet
67	Soil-Cament, Laboratory Design Mixes (FOII) Laboratory, PCA Short Cut Method)	Per Mix	I.		\$1,200.00		N	Sadios
68	Soil-Cament Compressive Strength (3 Pitts)	Per Set	L		\$325,00		N	Rafins
58a	Each Additional PIII	Each	L		\$50.00		N	منفدا
69	Soll-Coment Field Proctor	Esch	F	\$195,00	<u> </u>		Y	<u> </u>
70	Relative Density Test Odinismum - Maximum)	Per Test	L	\$280.00			Y	
71	California Bearing Ratio	Per Sample	I.	\$350.00		1	Y	
72	Soll Place Load (cas (ASTM)	Per Test	F		\$600.00	\$600,00	N	Redisc / OXIXS
3000000	CONCRETE TESTING SERVICES	1777 TV 1775 1874	gagrapa (Alberta)	erael/greenese.			(1149) Harris	40000000000000000000000000000000000000
73	Mold, Transport, Core, and Testing		5045 S 50	4,545,577,733,5725,733	V-Vocas service	0.0000000000000000000000000000000000000	(America)	\$400 A150 B300 B
73a	Concrete Texts (Standard 6"x 8" Cylinder, (Concrete Temperature Text and Simmy Text) (Per ASIM C31 "Section 7" Lab. Strength Texts per C39 using C617 or C1231) (Set of 3)	Per Set	F	\$159.00			Y	
73b	Concrete Testa (Standard 6" a 12" Cylboder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Secring 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3)	Per Sei	F	5150.00			Y	
73c	Waiting Beyond I Hour of Arrival at Site	Per Hour	F	\$89,00		1	Y	
73d	Ertra Sharp Test (ASTM C143)	Per Test	F	\$35.00			Y	
73e	Air Contest Volumetric Method (ASTM C231)	Per Test	F	\$35.00			Y	
7 <u>3</u> ť	Unit Weight and Relative Yield of Fresh Concrete	Per Test	F	\$40,00			¥	ſ
74	Concrete Cylinders - Compression Tests	NO. 0011 (A) 0011 (A)		au Agharachta an	100000000000000000000000000000000000000	(Agramaga (j. 1918)		5.000.000
74*	Compression Tests of 6" x 12" Cylinders	Per Cylinder	1,	\$29,00		1	Ÿ	1
7.4b	Compression Tests of 4" x 8" Cylinders	Per Cylinder	L	\$20.00	.,		Y	
74c	Lightweight Concrete Wet Density Test (ASTM C495)	Per Cylinder	L	542.00		I	Y	1
	Dishoweight Concrete Thermal Transmission Test (ASTM C177)	Per Text	I.	Cost + (%Markep)			N	i
74d					· · · · · · · · · · · · · · · · · · ·	1	У	·
	Flexural Bezona	Per Beam	1 1	\$65.00	i e	1 1	7	1
74d		Per Beam		363.00		1957 1957 2550		544000 09000 A
74d 75	Flexural Beams	Per Beam Per Trip				12781117730		
74d 75 76	Flexural Beams Concrete Coring	A4400000000000000000000000000000000000					14,774-1,474,2	2 × 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0

The School Board of Broward County, Florida Geolechnical Engineering Scope of Services and Unit Pricing February 5, 2025

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The School Board of Broward Congly, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Landerdale, Florida 33311

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

	Geotechnical Engineering Scope of Services and SBBC !							
Company Name:	Amec Foster Wheeler Environment & Infrastructure, Inc.	Date Submitted	l; Thursday, April	26, 2018		· .		
ETEM NO.	DESCRIPTION	UNIT	PERFORMED IN LAS (L), FIELD (F), or SOTH (B)	AMEC RATE	RADISE RATE		(Y/N)	LIST SUBSUBS PROVIDING SERVICE
200000000000000000000000000000000000000	CONCRETE TESTING SERVICES - CONTINUED							kangayakilan
77	Concrete Ready Mix Plant or Job laspection	Per Hout	F	\$88.00			Y	
771	Sleve Analysis, Fine Aggregate	Per Sumple	1.	\$70.00			Y	1
77b	Sieve Analysis, Course Aggregate	Per Sample	L	580.00			Y	
TTc	Absolution	Per Sample	L	\$65,00			Y	
77d	Specific Gravity	Per Sample	l,	\$75.00			¥	
77e	Unit Weight	Per Sample	l.	\$75.00			Y	
771	Material Finer than No. 200 Sieve	Per Sample	L	\$45.00	1		Y	
77g	Osganic (Colometric ASTM C40)	Per Sample	Ł	\$45.00			Y	
774	Los Appeles Altasina	Per Sample	F		\$250.00		N	Radioc
771	Soundness (5 cycle)	Per Sample	F		\$250.00		N	Prince
78	Floor Flatness Levelpess	\$2000 CONTRACTOR	erros Cestilesco	TANGET PACTORYS	200 TO 100 TO 10			
781	Гчојревен Сънде	Fach) P	\$200,00	<u> </u>	1	Y	
78b	Up to 20,000 Square Feet	Esch	F	\$500.00			Y	
78c	From 20,000 Square Feet to 40,000 Square Feet	Each	F	\$450.00			Y	
784	Greater than 40,000 Square Feet	Each	F	\$850.00			Y	
79	In-Situ Testing (Swiss Hammer, Windsor Probe, Etc.)	Per Hour	F	591.20			Т. у	
79a	Windsor Probe Shots	Per Shot	F	\$60.00			Y	
80	Motorgre Emissions	400000000000000000000000000000000000000	n septimination (gain		ericos, maryo, como		The second second	190700000000
80a	Moisture Emissions per Kir	Per Kit	F	\$60,00	1	1	٧	
805	Maisture Emissions per Hour	Per Hour	F	\$70.00		-	Y	
1117-72-6-6-1	MASONRY TESTING SERVICES		10.17 (0.17)					
81	Compressive Strength (ASTM C140) lab only	Pach	1 1	\$65.00	1		Y	1
82	Absorption and Mukeure Content (ASTM C140)	Esch	ī.	\$75.00		 	Ŷ	····
83	Linear Shripkage Tests of Concrete Block (ASTM C426) (Set of 3)	Per Sct	<u> </u>		\$175.00		N	Ratino
84	Compressive Strength of Hollow Masonry Prixos	Per Prism	i.		\$60.00		N	Audies
85	Compressive Strength of Grouted Masoury Prism (ASTM C109)	Per Prisus	T I		\$79.00		N	S-di-
86	Mortar Cubes	Pez Cube	L	\$32.00		1	Y	
87	Morter Mix Design (ASTM C270)	Fach Fach	+-:-	\$850.00	 	·	Y	
	Prisons Tests (ASTM C1314)	Per Prism		\$32.00		· · · · · · · · · · · · · · · · · · ·		
77.00	ASPRALTIC CONCRETE TESTING SERVICES			000000000000000000000000000000000000000		Acris Assess		
89	Asphalic Concrete Plant Inspection	Per Hong	1 F	\$85.00	1	1	Y	
90	Extraction and Gradation	Per Sample	i,	\$160.00	 	- 		
91	Marshall Stability (POB Laboratory)	Pet Set		\$135.00	 	 	-	······
92	Coring Paverness to Obtain Density and Talchness Samples	Per Sample		\$100,00	 			
93	Laboratory Testing of Apphable Cores for Density	Per Core	1	530.00	 	-		
73	Proposition A Learning of Assistance Cours for Decision	LET CAME		350.00		<u> </u>		<u> </u>

The School Board of Broward County, Florida Geotechnical Engineering Scope of Selvices and Unit Pricing February 5, 2018

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The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Landerdele, Florida 33311

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company

Kame: Amec Foster Wheeler Environment & Infrastructure, Inc.

Date Submitted: Thursday, April 26, 2018

etem no.	DESCRIPTION	UNIT	PERFORMED IN LAB (L), FIELD (F), or BUTH (B)	AMEC RATE	RADISE RATE	GCES RATE	SERVICE OVN)	LIST SUBSUB PROVIDING SERVICE
	STRUCTURAL STEEL / METALS / INSPECTION SERVICES	2017/2016-yesses	eroskije seve	erejő(filmessesessés	gerees eeu eeu e	X78125041545jil	526565700-year	3445CS24+551577
94	Inspection of Structural Steel and Firemonling (Weld, Bolts, Decking)	Pet Heur	ř	510B.30			Y	
95	Senior Certified Welding Inspector (SCWI)	Per Hour	F	\$125.00		1	Y	
96	Certified Welding Inspector (CWI)	Per Hour	1 1	\$108.30		1	Y	
97	Non-Destructive Testing Egylpment Usage Charge	000000000000000000000000000000000000000	www.com	94000000000000000000000000000000000000	Zesta zasanie 1885	\$ 90.00 CT 1.70 E	7070000000000000	200
974	Ulgangic	Per Day	F	2400.00			Y	
97ь	Magnetic Particle	Per Dav	F F	\$400,00		1	Y	
97e	Dye Pengirant	Per Day	1	\$400.00		T	Υ	
98	Reinforcing Steel Inspector	Per Hexer	F	\$108,30			Y	
984	Equipment Usage (i.e. Pachometer)	Per Hour	F	\$30,00)	Y	
H-727-Y-73	ROOF TESTING SERVICES	\$40 000 (BANCOUN)	ar congress and con-				William (1907)	
99	Impection and Analysis of Built-Up Roofing	10 TO				BARTEN S		
99±	Monitoring Construction	Per Heat	j.		\$90.00	1	N	Lotse
99b	Analysis of New Bust-Up Rooting Components (ASTM D3617) - Cuting and Patching by Contractor	Per Sample	F		\$65.00		N	Name of the last o
99c	Analysis of Existing Built-Up Roofing Components (ASTM D2839) - includes Temp. Patching and Moisture Percentage	Per Sample	F		\$225.00		N	Rethet
998	infrared Thermography of CMU Filled Cells & Moisture Introsion - Inspection	Per Hour	F		\$90.00		N	Radine
99e	Infrared Thermography of CMU Filled Cells & Moissure Journson - Equipment Change	Each	F	····	\$300.00		N	1 min
991	Pali Test (Roof Structure)	Per Test	1	\$70.00		 	Y	
992	Softening Point Text (ASTM D36)	Per Test	P		\$150.00	·	N	Ratio
	ASPHALT TESTING SERVICES	39 37 34 37 37 37 37 37 37			-00-years	C20000 - 40000		100 / 200 Section 2
100	Contraction Testing		-575-23-1-577-516-1-45-51	CONTRACTOR SALES		various de l'elite	4 TT 24	1500 Day 11 Company
100a	Nuclear Gauge Method (Miltimum 4 tests per visit)	Each	1 E 1	\$35.00		1	Y	Γ
100b	Calibrated Drive Skeve Method	Esch	F	\$70.00			Ý	
101	Field Monitoring - Engineering Technician	Per Hour	T P	\$68.40		 	Ý	·
102	Pield Standby Time per Technician	Per Hour	F	\$68.40		}	Ý	ļ
103	Not Used	reilitai	***************************************	301.40		<u> </u>		50
104	Asphali Plant Control	Per Henr	- C	\$91,20		T	~	r
305	Asphalt Coring	Ter pangs	\$ 374 conversion 5 5 4 5 4 5 5 5	391.20	2127 A.			
105.	Asphalt Coring (Depth, Density) - 4"	Each	T F 1	\$125.00		T I	Y	
10.5p	Patch Core Finio (asphalt) - 4"	Esch	F	\$25.00		\	· Ý	
105c	Patch Core Hole (asphah) - 6	Each	1	\$35.00		·	Ŷ	
106	Asphalt Softening Point Test (ASTM 36)	Per Test	 	422.50	\$150.00	 	N N	Redner
107	Depth Determinations (Base, Sub-base)	Each	1 - i -	\$30,00		1	- 7	
108	Maintenance of Traffic (MOT) (Equipment)	Per Hour	-	Cost + % Markum		1	-	

Note I: These rates will be set for the flux three (3) years. Rate adjustme to the Purchasing Agent (Construction).

Note 2: Reimbursable expenses about the direct contravilly no mark-up.

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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AGREEMENT FOR OPEN END SERVICES

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
CONSULTANT

GEOTECHNICAL 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:

NUTTING ENGINEERS OF FLORIDA 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 School Board of Broward County, Florida Open Ended Geotechnical Engineering Services Agreement Version 4/23/2018 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:

The School Board of Broward County, Florida Open Ended Geotechnical Engineering Services Agreement Version 4/23/2018

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
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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 Geotechnical 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 Geotechnical 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.
- 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.

Should services be required which are not included in the attached Attachment "1" (SBBC Standard Unit Prices for (if applicable)), such services and payment therefore shall be negotiated between the parties in advance and in writing.

Unit prices and hourly rates shall be administered in accordance with Attachment "1" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "1" are for time of engineering technicians portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "1" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "1".

- 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.
 - 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 Statues, 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 Statues, 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 Statues, 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 Statues, 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 3 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 B 85.200, Debarment or Suspension, B 85.201, Treatment of Title IV HEA participation, and B85.215, 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 ADAAA

- 9.12.1 Non-Discrimination The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
- 9.12.2 Equal Employment Opportunity (EEO) The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- 9.12.3 Americans with Disabilities Act Amendments Act of 2008 Individuals with disabilities

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

- 9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 9.14 Authority Provision: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.
- 9.15 Notice Provision When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:

Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast Third Avenue Fort Lauderdale, Florida 33301

With a Copy to:

Office of the Chief Facilities Officer

600 SE 3 Avenue

Fort Lauderdale, FL 33312 Attn: Leo Bobadilla Chief Facilities Officer

With a Copy to:

Office of Procurement & Warehousing Services 7720 W Oakland Park Boulevard, Suite 323

Sunrise, FL 33351 Attn: Mary Coker

Director of Procurement & Warehousing Services

With a Copy to:

Office of Facilities and Construction

2301 NW 26th St

Fort Lauderdale, FL 33311 Attn: Shelley N. Meloni

Director, Pre-Construction Office of Facilities and Construction

And

CBRE Heery, Inc., Owners Representative

2301 NW 26th St

Fort Lauderdale, FL 33311 Attn: Robert Corbin

Program Director/Vice President

To Consultant:

NUTTING ENGINEERS OF FLORIDA INC

1310 Neptune Drive Boynton Beach, FL 33426

Attn: Richard G Iossi, 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 RFO INTO AGREEMENT

In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of RFQ No. 17-115C – Geotechnical 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)

Richard Guessi, President

NUTTING ENGINEERS OF FLORIDA INC Legal Name of Corporation

Olinality Houth.
Witness or Secretary, (Elizabeth L. Butter

Howhauk B. Choly Witness, (Konstanze B.Mostey

(66)
Project Consultant's Registration Number

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF BROWARD

BEFORE ME this 23rd day of May, 2018, appeared Bichard Joss 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 23rd day of
Notary Public State of Florida My Commission Expires: TRACY L. MEEKS MY COMMISSION # FF 160279 EXPIRES: November 21, 2018 Bonded Thru Notary Public Underwriters

Notary's Commission No.



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building S Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Name:	(Enter Company Name Here)	Date Submitted	Date Submitted: (Date of Submission Here)						
ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL RATE				
	ENGINEERING / ENVIRONMENTAL SERVICES								
ı	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour			2				
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour			5				
3	Project Engineer/Manager/Scientist	Per Hour			\$				
4	Staff Engineer/Scientist	Per Hour			5				
5a	Threshold Inspector, P.E., Senior Inspector	Per Hour			Ş				
5b	Threshold Agent	Per Hour			\$				
δ	Roof Installation / Materials Inspector	Fer Hour			\$				
7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour			\$				
8	Environmental Technician	Per Hour			\$				
94	Senior Engineering Technician	Per Hour			\$				
9ъ	Engineering Technician	Per Hour			\$				
10	Certified Radon Specialist	Per Hour			5				
	SUPPORT SERVICES								
11	CADD Operator	Per Hour			5				
12	Technical Secretary	Per Hour		T	5				
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour			S				
14	Subcontracting Costs	Markup (%)		0%					
15	Supplemental Services Multiplier	Multiplier		N/A					

Note 1: These rates will be set for the first three (3) years. Rate adjustments may be considered for additional year extensions (if applicable). Pate 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.



The School Board of Broward County, Fiorida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Enter Company Name Here)
Name:
Subconsultant (Enter Subconsultant Company Name Here)
Name:

Rame:

Company (Enter Subconsultant Company Name Here)

Subconsultant (Enter Subconsultant Role Here)

Role:

ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL
	ENGINEERING / ENVIRONMENTAL SERVICES				RATE
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour			5
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour			\$
3	Project Engineer/Manager/Scientist	Per Heur			\$
4	Staff Engineer/Scientist	Per Hour			\$
5a	Threshold Inspector, P.E., Senior Inspector	Per Hour			5
5b	Threshold Agent	Per Hour			\$
7	A.C.1. Certified Technician (minimum Field Level 1)	Per Hour			\$
8	Environmental Technician	Per Hour			\$
9a	Senior Engineering Technician	Per Hour			``\$
9b	Engineering Technician	Per Hour			\$
	SUPPORT SERVICES				9840
11	CADD Operator	Per Hour			S
12	Technical Secretary	Per Hour		<u> </u>	\$
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour			5



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Laudordale, Florida 33311

Altachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Neg Company Name: (Enter Company Name Here)			Date Submitted: (Date of Submission Here)				
ubconsultant Name	(Enter Company Name Here) (Enter Subconsultant Company Name Here)	Subconsultant Rois:	(Enter Subconsult	ant Role Here)			
ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER TOT			
ying <u>osin</u> apay	ENGINEERING/ENVIRONMENTAL SERVICES	V35998700969484099584					
1	Principal Engineer, P.B./Principal Geologist, P.G.	Per Hour		\$			
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour		\$			
3	Project Engineer/Manager/Scientist	Per Hour		5			
4	Staff Engineer/Scientist	Per Hour		\$			
5a	Thresheld Inspector, P.E., Senior Inspector	Per Hour		5			
5b	Threshold Agent	Per Hour		S			
7	A.C.J. Certified Technician (minimum Field Level 1)	Per Hour		l S			
8	Environmental Technician	Per Hour		Š			
9a	Senior Engineering Technician	Per Hour		\$			
9ъ	Engineering Technician	Per Hour		Š			
	SUPPORT SERVICES		Sector (Georgians)				
11	CADD Operator	Per Hour		\$			
12	Technical Secretary	Per Hour		S			
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour		1.5			



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Leuderdele, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

TEM NO	DESCRIPTION	12	MTT	12 A 3 M 23 A T W	3407 7107 700	TOTAL
Subconsultant (Enter S	Ubconsultant Company Name Herej	Subco	onsuitant (Roie:	Enter Subconsult	ant Role Here)	
Name;						
Company (Enter C	ompany Name Here)	Date St	ubmitted: (Date of Submissio	on Here)	
	and the contraction of the contr	· · · · -		egi i e e e e e e e e e e e e	a contract the contract of the contract of	

DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL RATE
ENGINEERING / ENVIRONMENTAL SERVICES	er managawaratika(1996)		1000000000000000000000000000000000000	78998459766
Principal Engineer, P.H./Principal Geologist, P.G.	Per Hour			S
Senior Engineer, P.E./Senior Gonlogist, Principal Geologist	Per Hour	,		\$
Project Engineer/Manager/Scientist	Per Hour			\$
Staff Engineer/Scientist	Per Hour		1	S
Threshold Inspector, P.E., Senior Inspector	Per Hour			\$
Threshold Agent	Per Hour			\$.
A.C.I. Certified Technician (minimum Field Level 1)	Per Hour			S
Fovironmental Technician	Per Hour			5
Senior Engineering Technician	Per Hour			\$
Engineering Technician	Per Hour			\$
SUPPORT SERVICES	U 000000000000000000000000000000000000		ANGER RECEIVE	349403349
CADD Operator	Per Hour		$\overline{}$	\$
Pechnical Secretary	Per Hour			\$
Maintenance of Traffic (MOT) (Personnel)	Per Hour			5
	CADD Operator Technical Secretary	Principal Engineer, P.B./Principal Geologist, P.G. Per Hour Senior Engineer, P.E./Senior Geologist, Principal Geologist Per Hour Project Engineer/Manager/Scientist Per Hour Staff Engineer/Monager/Scientist Per Hour Threshold Inspector, P.E., Senior Inspector Per Hour Threshold Agent Per Hour A.C.I. Certified Technician (minimum Field Level 1) Per Hour Environmental Technician Per Hour Senior Engineering Technician Per Hour Engineering Technician Per Hour SUPPORT SERVICES CADO Operator CaDD Operator Per Hour Technical Secretary Per Hour	Principal Engineer, P.E./Frincipal Geologist, P.G. Per Hour Senior Engineer, P.E./Senior Goologist, Principal Geologist Per Hour Project Engineer/Manager/Scientist Per Hour Staff Engineer/Scientist Per Hour Threshold Inspector, P.E., Senior Inspector Per Hour Threshold Agent Per Hour A.C.I. Certified Technician (minimum Field Level 1) Per Hour Environmental Technician Per Hour Senior Engineering Technician Per Hour Senior Engineering Technician Per Hour SUPPORT SERVICES Per Hour CADD Operator Per Hour Technical Secretary Per Hour	Principal Engineer, P.E./Principal Geologist, P.G. Senior Engineer, P.E./Senior Geologist, Principal Geologist Project Engineer/Manager/Scientist Per Hour Staff Engineer/Scientist Per Hour Staff Engineer/Scientist Per Hour Threshold Inspector, P.E., Scnior Inspector Per Hour Threshold Agent A.C.I. Certified Technician (minimum Field Level 1) Environmental Technician Per Hour Environmental Technician Per Hour Senior Engineering Technician Per Hour Scnior Engineering Technician Per Hour SUPPORT SERVICES CADD Operator Per Hour Technical Secretary Per Hour Per Hour



The School Board of Breward County, Fierida Office of Facilities Construction 2301 NW 26th St., Building 8 Port Lauderdale, Fiorida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company (Enter Company Name Here) Name: Date Submitted: (Date of Submission Here)

ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (1), FIELD (F), or BOTH (B)		IN-HOUSE SERVICE (Y/N)	LIST SUBSUBS
	GEOTECHNICAL EXPLORATION SERVICES			365595555555555555555555555555555555555		22 Description (1984)
16	Mobilization/D∉mobilization - Drill Rig & Crew	2000 A 100 A 1				<u> Propressoration</u>
162	Mobilization/Demobilization - Drill Rig & Crew (Truck Rig)	Lump Sum		***************************************		
16b	Mobilization/Demobilization - Drill Rig & Crew (Track Rig)	Lamp Sum				
16c	Mobilization/Demobilization - Drill Rig & Crew (Mud Bug Rig)	Lump Sum		.,,		
16d	Mobilization/Demobilization - Drill Rig & Crew (Mini Rig)	Lamp Sum				
16e	Mobilization/Demobilization - Drill Rig & Crew (Tri-pod)	Lump Sum				
17	Standard Penetration Test Borings (ATSM D-1586), Truck Rig, Truck Rig, or Mud Bug Rig					and reflected factor
178	0 - 50 Foot Depth Interval	Per L.F.		·		
17ь	51 - 100 Fool Depth Interval	Per L.F.				
17c	101 - 150 Foot Depth Interval	Per f.F.				
18	Auger Borings (Drill Rig - ASTM 4760)	200000000000000000000000000000000000000				
18a	0 - 50 Foot Depth Interval	Per L.P.	i i			
185	51 - 100 Foot Depth Interval	Per L.F.				
18e	101 - 156 Foot Depth Interval	Per L.F.				
19	Cone Penetration Testing	3788688888			22070 VIII.	
19a	0 - 50 Foot Continuous Data Sampling	Per L.F.	"T"			
19b	51 - 100 Foot Continuous Data Sampling	Per I_F,		+	$\neg \neg \neg$	1
19¢	101 - 150 Foot Continuous Data Sampling	Per L.K.				
20	Undisturbed Samples (Shelby Tubes)	494936667		49.46845904999		iki ing ngangan kepadapa
20a	0 - 50 Foot Denth Interval	Per Sample				1
20ь	51 - 100 Foot Death Interval	Per Sample				·
21	Temporary Casing (3 or 4-inch Casing - indicate which size(s) is being offered)	200000000000000000000000000000000000000				
21a	0 - 50 Feet	Per L.F.	!			
216	51 - 100 Feet	Per L.F.				†———
2Ie	101 - 150 Fee:	Per L.F.				1
22	Temporary Casing (6-inch Casing)	6266076007635	YOKKABBIKATATA		Valarii asaa ka k	1981389944866669
22s	0 - 50 Feet	Per L.F.				T
22b	51 - 100 Feet	Per L.F.				·
22c	101 - 150 Per	Per L.F.		·		
23	Muck Probing	34.28.38.38.38.38.38.3		enares (energianes		
232	2-Man Crow	Per Hour				1
235	3-Mina Crew	Per Hour	 			
24	Permeability Tests - Field (Exfiltration up to 15 Fi)	Per Test			 -	
25	Field Instrumentation Equipment	Upon Request				
26	Drill Service from Floating Platform	Upon Request	 			
27	Rock Coring (Trank Mounted)	Ojnsi acquesi			40.000.000.000.000	<u> </u>
27a	0 - 50 Foot Depth Interval	Per L.K.	3030403403400003030034	errer i errer errer green beken	40.000.000.0000.0000.0000.0000.0000.0000.0000	
27a 27b		Per laF.				
2/D	S1 - 100 Foot Depth Interval of Broward County, Florida	reru.F.		<u> </u>		l

The School Board of Broward County, Fooda Geobethnikal Engineering Scope of Services and Unit Fricing February S, 2018

Page 1 of 9 Pages



The School Board of Broward County, Fiorida Office of Facilities Construction 2301 NW 26th St., Bullding 8 Fort Laudendale, Fiorida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated	Unit Prices
	The state of the second

	Geotechnic	al Engineerin	g Scope of	Services ar	ad SBBC N	legotiated l	Unit Price
		and the second of					44.47
Company (Enter Company !	fame Herel					Date Subn	sitted: (Dat
Mamo, threets company i	react states		Charles and the second	A CONTRACTOR OF THE PARTY OF TH		DEG DEDI	meer .

Company Enter Compa	iny Name Here)		d: (Date of Submission	n Herej		
ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (V/N)	LIST SUB/SUBS PROVIDING SERVICE
27c 101 - 150 F	bol Depth Interval	Per L.F.				

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Fiorida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SEBC Negotiated Unit Prices

Name:	(Enter Company Name Here)	Date Submitter				
ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)		IN-HOUSE SERVICE (Y/N)	PERAICE
200000000	GEOTECHNICAL EXPLORATION SERVICES CONTINUED	 2000000000000000000000000000000000000	<u> </u>		ppopostaviji in i	991)19 (24(54)1463630
28	Filisble Peresity	10,250,000,000,000			<u>epicore</u> linesis	
28a	3" Casing	Per L.F.				
285	4ª Casing	Per ("F.			ļ	
29	Grout Boreholes (0 - 50 Feet)	Pet L.F.				
.30	Site Clearing Supervision	Per Hour	1			
31	Well Development/Monitoring	\$25000000000000000000000000000000000000	eperatus santas			
31a	Well Development up to 20'	Per Rour				
316	Well Development up to 40'	Per Hour				
31c	Monitoring Well 2" Diameter (up to 15)	Each				<u> </u>
31d	Concrete Parl Lock Above Ground	Each				
31c	Concrete Pad Flush to Ground with Lock	Each				
32	Decontamination of Equipment	Per Hour				<u> </u>
33	Extra Split Spoons (Trunk Mounted)	1808989898986666				
33a	0 - 50 Feet	Per Sample				
33ъ	51 - 100 Feet	Per Sample			1	
34	Ground Penetrating Rador (GPR) (No mobilization)	Per Day				
35	Pile Testing & Monitoring					
35a	EDC Equipment	Each				
35b	EDC Equipment Mobilization	Day				
35c	PDA Equipment	Each				
35d	PDA Equipment Mobilization/Demobilization	Day				
35e	Monitoring PDA	Per Hour				
35f	Pile Installation Observation	Per Hour				
35g	CAPWAP Analysis	Day				, , , , , , , , , , , , , , , , , , , ,
35h	GRLWEAP Analysis	Each			1	
36	TIP Equipment Mobilization	Each				
	Additional Tests	W. 100 (100 (100 (100 (100 (100 (100 (100			1994 Sandard San	
37a	Siesmograph & Sound Level Meter	Per Day	Ï			
37h	Vibration & Noise Monitoring (Equipment only)	Per Day				
37 c	Static Load Test	Per Test			1	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

Page 3 of 9 Pages



The School Board of Broward County, Plotida Office of Facilities Construction 2301 NW 26th St., Building B Fort Laudezdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Name:	(Enter Company Name Here)	Date Submitted: [Date of Submission Here)					
ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE	
1914 (A. 1923 (A. 19	ENVIRONMENTAL SERVICES	C 000000000000000000000000000000000000					
39	QVA Rental	Per Day					
40	Groundwater Sample Analysis by EPA	Each					
41	Soil Sample Analyzed for EPA Methods	Each					
42	Encore Samples, Low Level Soil Sample	Fact			l		
42a	VOCs by EPA Method 8260	Rack					
42b	SVOCs by EPA Method	Each	" '				
42c	PAHs SIM by EPA Method 8270	Each					
42d	RCRA 8 Melais by EPA Method 6810	Each	"				
42e	Metals By EPA Method 6010	Each				1	
42(TRPLI by FL-PRO	Each		[<u> </u>	i	
774777	LABORATORY TESTING	de gradiska argumetak					
43	Attendent Limits	-8068W878W87	796-1-46-472-176-166-1				
43a	Liquid Limit and Plastic Limit	Per Sample		I	7	,	
44	Grain Size Distribution	Per Sample					
45	Percent Fines (Wash No. 200 Sieve)	Per Sample			 		
46	Hydmater Analysis with Grain Size Distribution	Per Sample			<u> </u>		
47	Organic Content Determination	Per Sample	1				
48	Moisture Content	Per Sample	<u> </u>			i	
49	Specific Gravity (fine aggregate/soil)	Per Sample					
50	Specific Gravity (cnarse aggregate)	Per Sample	·				
51	Consolidation	Per Sample			 		
51a	With Hysteresis Loop	Per Loop			-		
52	Permeability Tests - Laboratory	(22000000000000000000000000000000000000	20032007741-745-010	5574636547456436765	3 F 2 T V P 2 T F 4 T A S		
52a	Granular Soll (Constant Head)	Per Sample	1	1	T	1	
52ъ	Cohesive Soil (triaxia), back pressure saturated)	Per Sample	-				
53	Unconfined Compression Testa	Per Sample		·			
54	#II	Per Sample	 				
55	Resignivity	Per Sample			 		
56	Chloride	Per Sample		 	- 		
57	Sulfate or Sulfate	Per Sample				[· · · · · · · · · · · · · · · · · · ·	
58	Cormsion Resistance (p)1, R, CI, Su)	Per Sample	_		 		
59	Turbidity (sample FOB Jaboratory)	Per Sample	1		·····		
	Rock Core Testing	rec sample				l Skopovanja	
60		Pro-Co-c2-	77 VAN (100 (100 (100 (100 (100 (100 (100 (10	and the second second	<u>1944 (1945) (1956) (1969)</u> 1	apagya atgressivas artiklis	
60a	Unit Weight	Per Sample			ļ	ļ	
60b	Unconfined Conpression Tests	Per Sample			 		
60c	Splitting Tensile Tests (Minimum of 3)	Per Sample			<u> </u>		
604	Rock Core Boxes	Per Sample			<u> </u>	L	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February S, 2018

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The School Board of Eroward County, Florida Office of Facilities Construction 2301 NW 26th St., Building S Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-2500

Geotechnical Engineering Scope of Services and SEBC Negotiated Unit Prices

Company (Eater Company Name Here)

Date Submitted: (Date of Submission Here)

ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or HOTH (B)	. RATE	IN-HOUSE SERVICE (V/N)	SERVICE
67240246176	SOILS TESTING					WWW.
61	Field Density Tests (Minimum 5 lests) (ASTM D1556-90 - Method D)	Per Test			<u> </u>	
62	Limetock Bearing Ratio (LBR)	Per Sample				
63	Standard or Modified Proctor (ASTM D698 or D1557-91)	Per Sample				
64	Double Ring Infiltrometer Test	Per Test				
65	Soil-Cement, Field Inspection and Testing	Per Hour				
66	Soil-Cement, Laboratory Design Mixes (FOD Laboratory, FDOT Method)	Per Mix				
67	Soil-Cement, Laboratory Design Mixes (FOB Laboratory, PCA Short Cut Method)	Per Mix				
68	Soil-Cament Compressive Strength (3 Pills)	Per Set				
68a	Each Additional Pill	Each				
69	Soil-Cement Field Practor	Each				
70	Relative Density Test (Minimum - Maximum)	Per Test				
71	California Bearing Ratio	Per Sample			1	
72	Soil Plate Load tests (ASTM)	Per Test				

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February S, 2028

Page 5 of 9 Pages



The School Beard of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdain, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Name:	(Enter Company Name Here)	Data Submittad: (Date of Submission Here)					
ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)		IN-HOUSE SERVICE (Y/10)	LIST SUBSUBS PROVIDING SERVICE	
	CONCRETE TESTING SERVICES	Westerness was a		SAMSTITA AAA SAMSTA	ÇERRENAN ERE	99.00 (00.00 (0.00 (0.00)	
73	Mold, Transport, Cure, and Testing						
73a	Concrete Tests (Standard 4"x 8" Cylinder. (Concrete Temperature Test and Slump Test) (Fer ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3)	Per Set					
73b	Concrete Tests (Standard 6"x 12" Cylinder, (Concrete Temperature Test and Shump Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Sci of 3)	Per Set					
73c	Waiting Beyond I Hour of Arrival at Site	Per Hour					
73d	Extra Stump Test (ASTM C143)	Per Test		ł	}		
73e	Air Content Volumetric Method (ASTM C231)	Per Test				·	
731	Unit Weight and Relative Yield of Fresh Concrete	Per Test					
74	Concrete Cylinders - Compression Tests	10/2002/16/52	ernas Astarbas versia			\$5,000 percentage and	
74a	Compression Tests of 6" x 12" Cylinders	Per Cylinder				ļ	
74b	Compression Tests of 4" x 8" Cylinders	Per Cylinder					
74c	Lightweight Concrete Wet Density Test (ASTM C495)	Per Cylinder			1		
74d	Lightweight Concrete Thermal Transmission Test (ASTM C177)	Per Test					
75	Flexural Beams	Per Beam					
76	Concrete Coring						
76a	Mobilization for Coring	Per Trip					
76b	Obtaining and Testing Concrete Cores	Fach			j		
76c	Patching Cored Holes	Each					
77	Concrete Ready Mix Plant or Job Inspection	Per Hour	l		.]		
77g	Sieve Analysis, Fine Aggregate	Per Sample					
77b	Sieve Analysis, Coarse Aggregate	Per Sample	l				
77e	Absorption	Per Sample					
77d	Specific Gravity	Per Sample					
77e	Unit Weight	Per Sample					
770	Material Piner than No. 200 Sieve	Per Sample					
77g	Organic (Colometric ASTM C40)	Per Sample					
77h	Los Angeles Abrasina	Per Sample					
77i	Soundness (5 cycle)	Per Sample			T		
78	Floor Flainess/Levelness						
78a	Equipment Charge	Each					
78h	Up to 20,000 Square Feet	Each					
78c	From 20,000 Square Feet to 40,000 Square Feet	Each					
784	Greater than 40,000 Square Feet	Each					
79	Ia-Situ Testing (Swiss Hammer, Windsor Probe, Etc.)	Per Hour					
79a	Windsor Probe Shots	Per Shot					
80	Moisture Emissions				opidestika propinsi	Propostanjejos probado k	
MOs	Moisture Emissions per Kit	Pet Kil	1			j	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February S, 2018

Page 6 of 9 Pages



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdaio, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Enter Company Name Here)

Date Submitted; (Date of Submission Here)

Name:	(Enter Company Name Here)			(Date of Submissi	on Here)	:	
ITEM NO.	DESCRIPTION	Un		PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)	RATE .	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
80b	Moisture Emissians per Hour	Per	lour	j		<u> </u>	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Ficrida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Fiorida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company (Enter Company Name Here) Name: Date Submitted: [Date of Submission Here]

ITEM NO.	DESCRIPTION	לואט	PERFOMRED IN LAB (L), FIELD (P), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
Managariji.	MASONRY TESTING SERVICES					
81	Compressive Strength (ASTM C140) lab only	Each				
82	Absorption and Maisture Content (ASTM C140)	Each				ļ
83	Linear Shrinkage Tests of Concrete Block (ASTM C426) (Set of 3)	Per Set				
84	Compressive Strength of Hollow Masoury Prisms	Per Prism				L
85	Compressive Strength of Grouted Masonry Prism (ASTM C109)	Per Prison				
86	Monas Cubes	Per Cube	1			
87	Mortar Min Design (ASTM C270)	Pach				
88	Prisms Tests (ASTM C1314)	Per Prism				
	ASPUALTIC CONCRETE TESTING SERVICES					la complator de la comp
89	Asphaltic Concrete Plant Inspection	Per Bour				Í
90	Extraction and Gradation	Per Sample				
91	Marshall Stability (POB Laboratory)	Per Set				
92	Coting Pavement to Obtain Density and Thickness Samples	Per Sample				
93	Laboratory Testing of Asphaltic Cores for Density	Per Core				
10001007/7	SERUCTURAL STEEL / METALS / INSPECTION SERVICES	777 SWAN (2007)	(1.5.)(1.5.)(2.5.)	09.05409690949496959		
94	Inspection of Structural Steel and Firepmoling (Weld, Bolts, Decking)	Per Hour				
95	Senior Certified Weltling Inspector (SCWI)	Per Hour				
96	Certified Welding Inspector (CWI)	Per Haur				
97	Non-Destructive Testing Equipment Usage Charge					
97a	Ultrasonic	Per Day				
976	Magnetic Particle	Per Day				
97c	Dye Peneurani	Per Day				
98	Reinforcing Steel Inspector	Per Flour				L
98a	Equipment Usage (i.e. Pachometer)	Per Hour				

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

Page & of 9 Pages



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

Attachment 1 (754) 321-1500

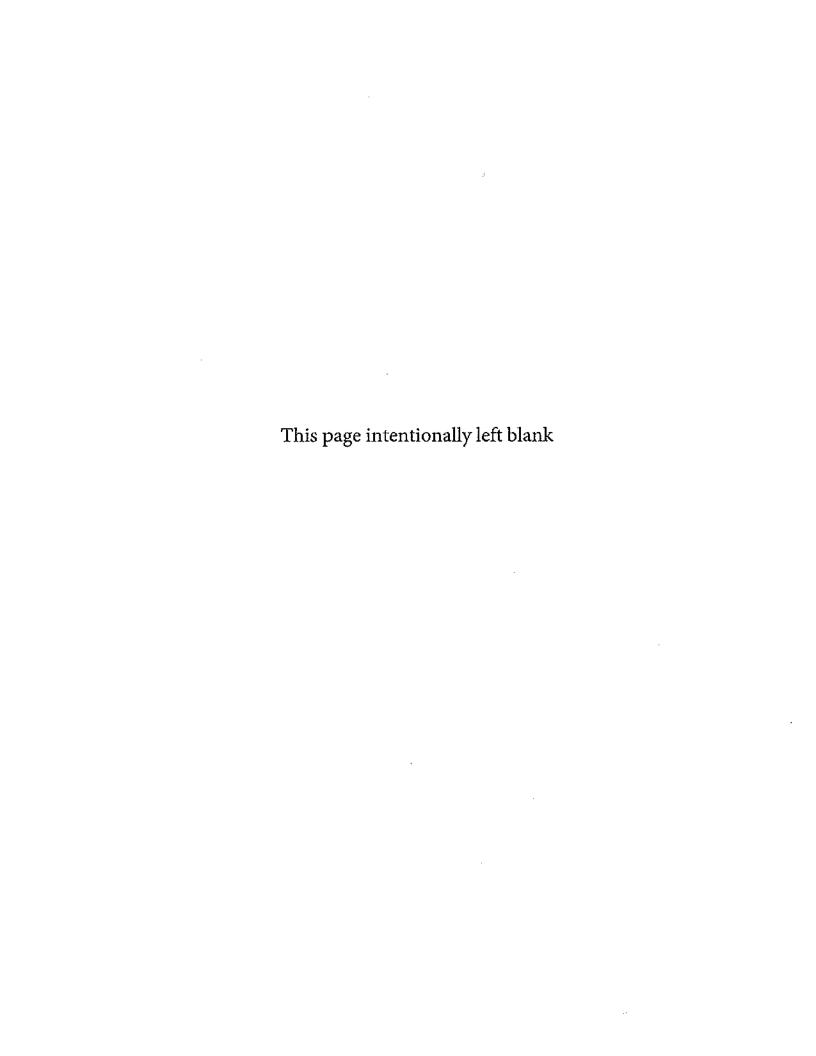
Name:	(Enter Company Name Here)	Date Submitted	(Date of Submission	on Here)		
TTEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUD/SUBS PROVIDING SERVICE
V-502.03936	ROOF TESTING SERVICES					PRESTANTO NAVE
99	Inspection and Analysis of Built-Up Roofing	TYPE TO BE A THE STREET	Programme Services	www.company	vereinikk	
99a	Monitoring Construction	Per Hous				
99b	Analysis of Now Built-Up Roofing Components (ASTM D3617) - Cutting and Patching by Contractor	Per Sample				
99c	Auslysis of Existing Built-Up Resoling Components (ASTM D2829) - includes Temp, Patching and Moisture Percentage	Per Sample				
990	Infrared Thermography of CMU Filled Cells & Moisture Intrusion - Inspection	Per Hour				
99e	Infrared Thermography of CMU Filled Cells & Moisture Intrasion - Equipment Change	Each				
99£	Pull Test (Roof Structure)	Per Test				
99g	Softening Point Test (ASTM D36)	Per Tesa				
(14.949y en	ASPITALT TESTING SERVICES	Subtykkarawa	area hii biraasayind			Nervek argazin
100	Compaction Testing	200120000000000000000000000000000000000				0486646
100a	Nuclear Gauge Method (Minimum 4 tests per visit)	Each				
100b	Calibrated Drive Sleeve Method	Each				
101	Field Monitoring - Engineering Technicism	Per Hour				
102	Field Standby Time per Technician	Per Hour			-	
103	Not Used	10/00/09/2009				AUSTRALIA SE
104	Asphalt Plant Control	Per Hour				
105	Asphalt Coring	74 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			Chiagona na contra	1,54,211,425,472,1514,5
105a	Asphalt Coring (Depth, Dentity) - 4"	Pach				
1056	Patch Core Holo (asphalt) - 4"	Each	<u> </u>	, ., ,	,	
105c	Putch Core Hote (asphalt) - 6"	Each	1			
106	Asphalt Softening Point Test (ASTM 36)	Per Test	<u> </u>			
107	Depth Determinations (Base, Sut-base)	Each	1			
108	Maiotenance of Traffic (MOT) (Equipment)	Per Hour	1	l	l	L

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 Furchasing Agent (Construction).

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

The School Board of Broward County, Florida Geotechnikal Engineering Scope of Services and Unit Pricing February 5, 2018

Page 9 of 9 Pages



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

ALVANIA ALVANIA ALVANIA AND AND AND AND AND AND AND AND AND AN	
Original Basic Fee	\$
Current basic fee	\$

INVOICE TOTALS:

Summary	Curren	t Fee Previously Bil	led This Invoic	e Balan	ce
Basic Services	\$	\$	\$	\$	
Reimbursable	\$	\$	\$	\$	
Total:	\$	⁻ \$	\$	\$	

BASIC FEE TOTALS:

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

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



The School Board of Broward County, Florida Florida Facilities and Construction Management Department 2301 NW 26th Street Fort Lauderdale, FL 33311 (754) 321-1500

.0 30.			Design Pr	ofessional's Re	imbursable 1	nvoice
Project No: Project Title: Design Professional' Remit to address:	's: 			Facility Name: In SBBC PO ATP No Invoice Fr Project Mai	No. o. rom:	
Item No.	ľ	Date		Reimbursable I	item	Amount
		And				

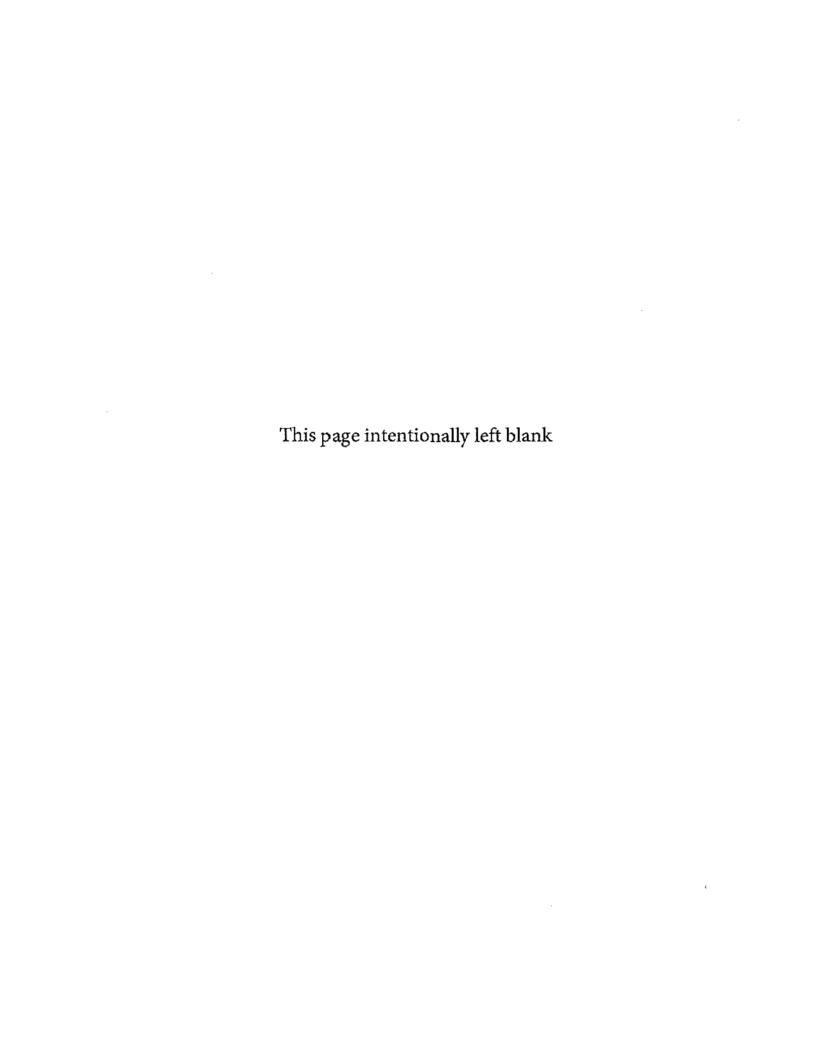
				Invoice Tota	al	\$
Receipts for each I	ltem must	be attached.				
Current Contract An	nount:	\$				
Total This Invoice:		APPRISA	\$			
Total Previously Bille	ed:				\$	
Total Balance:						\$
0.1.00.40				Tallean	3 pm	The second of th
Submitted By: Name Title: Date:		ertified By: Na roject Manage		Recommende Name: Title: Da		Approved By: Name: Title: Date:

(Signature)

(Signature)

(Signature)

(Signature)



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:

754-321-1932

Facility Planning and Real Estate 600 SE 3rd Avenue, Fort Lauderdale, FL 33312

- 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.



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.: Location No.: Project Title:	P <u>######</u> #### Name of Project	Date:2017 SBBC P.O. No.: 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. Schematic Design Design Development Construction Documents Bidding Construction Contract Administration Warranty Other Services: Attached:							
mile teste	rization to Proceed is subject to the	College of the characters					
	Project Schedule Professional Fees Previous ATP's	ified on the Professional Services Required with a Fixed Limit of					
Original F	ELCC Current C	Cost Estimate Revised FLCC by ATP					
\$######	\$### \$###	\$#######					
The services under this Authorization To Proceed (ATP) will be provided under the Professional Services Agreement (PSA) dated							

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 ARCHITECTU	IRAL VENDOR	

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

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

Notes:

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

PSA Attachment 4



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

(754) 321-1500

Consultant's Authorization To Proceed (Continued)

Professional Fees

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

Project Title: GOB SCOPE NAME

Facility Name:

NAME OF SCHOOL

Project Consultant: NAME OF VENDOR A/E

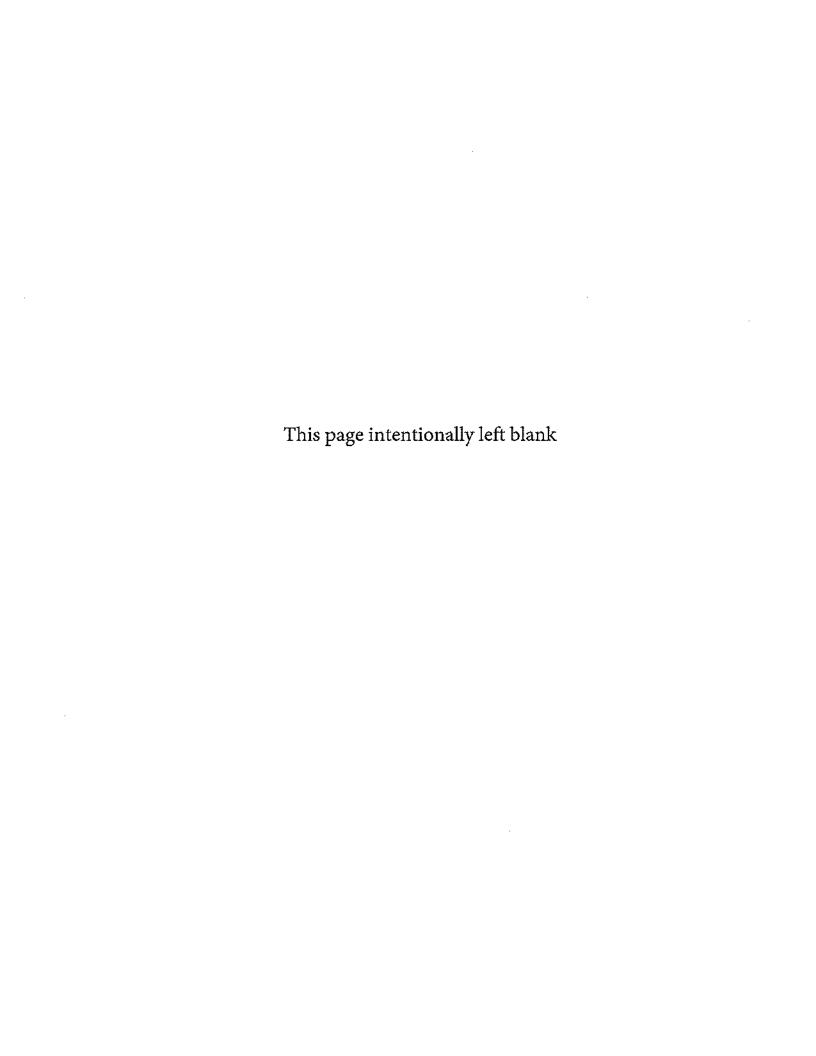
Phase	Original Basic Fee	Fee Authorize	ed by ATP	Fee Previous	sly Paid	Fee Balar	ice
I – Schematic Design (30% CDs)	\$#####.00	\$########	100.0%	\$0.00	0.0%	\$0.00	0.0%
II - Design Development (60% CDs)	\$#####.00	\$#####################################	100.0%	\$0.00	0.0%	\$0.00	0.0%
III – 90% CDs	\$#####.00	\$#########	100.0%	\$0.00	0.0%	\$0.00	0.0%
Ш−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	Approval by SBBC			
Name:		Name:				
Title: Project Manager / Prog	ram 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.

The School Board of Broward County, Florida Professional Service Agreement (07-25-12 MA)



Design and Professional Consulting Staff

Prime Firm:

Nutting Engineers of Florida, Inc.

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Richard Wohlfarth, PE	Principal/Dir Eng.	Principal Engineer	5%	50858	RickW@Nutting.biz
Richard Iossi, PE	Principal/Pres.	Support to Mr. Wohlfart	h 2%	42603	Rickl@Nutting.biz
Christopher Gworek, PE	Snr. Proj. Eng./Mgr	Snr. Proj. Eng./Mgr.	4%	69947	ChrisG@Nutting.biz
Stephen Mrachek, PE	Proj. Eng./Mgr.	Proj. Eng./Mgr.	4%	70784	StephenM@Nutting.biz
James Flaig,	Threshold/Principal	Eng. Threshold/Princ. Eng	4%	21083	JimF@Nutting.biz
Scott Ersland	Geotechnical Service	s Geotechnical	3%		ScottE@Nutting.biz

Subconsultant: GCES Engineering Services, LLC

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Alex Montenegro, PE	Principal Engineer	Geotechnical Engineer	5%	59426	AlexM@gces-usa.com

Subconsultant:

GRL Engineers, Inc.

			Time	Florida professional	
Name	Title	Role	Commitment	license	Email Address
Mohammed Hussein, P	Principal Engineer	Principal Engineer	5%	41034	MHussein@GRLengineers.com
Brian Mondello	Senior Engineer	Senior Engineer	3%	62709	BMondello@GRLEngineers.com
				1	

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address
		, <u> </u>			



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: Continuing Contracts for Geotechnical Engineering

Facility Name: TBD

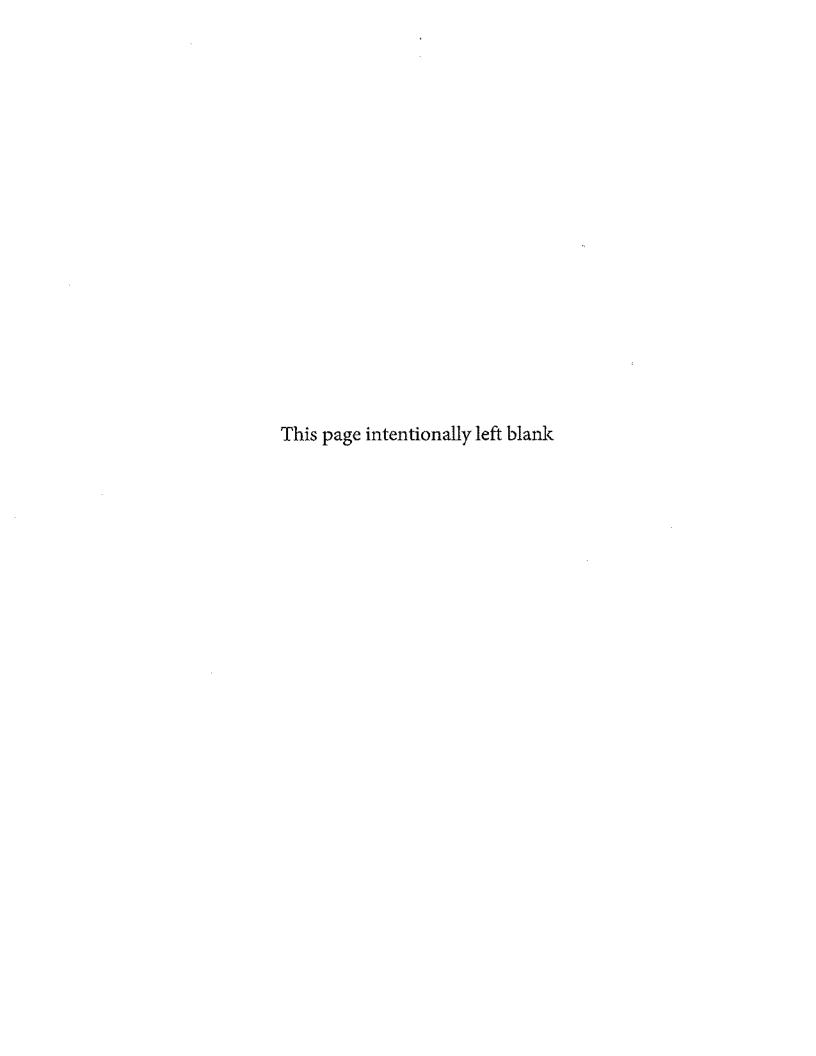
SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES, BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL

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.)

STATE OF	Florida		
COUNTY OF	Palm Beach		
Before me, the	undersigned authority,	personally appear	ed
Richard lossi			
	o fallowing statements		who, being by me first duly
Engineering F	e following statement:	N. MATO - Posto	ladda baa
1. Contractor		Nutting Engineers of F	iorida, inc.
Address:		1310 Neptune Drive Boynton Beach, FL 33	426
2. My relation named in (1	Firm ship to the Contractor	President	
nameu m (1) above is.		as sole proprietor, partner, president, vic
3. Federal E	mployer Identification	president, etc.)	
Number (FI	EIN) (or if entity has no		
-	ocial security number of signing this sworn		
statement)	· Olgiming wind Owolli	59-1159182	
PROCEED. X The above Section 1 employed	e-named Contractor preso 012,465, Florida Statute	ently complies fully as to the extent that id HAVE met Level !	with the requirements set forth in at all contractual personnel to be 2 Screening requirements set forth
BY:	MASS		DATE: May 23, 2018
1/0	Richard lossi, PE	TITLE: Pri	ncipal/President
NAME (Printed)		IIILE	napay () esident
Notarizatio	n		State of: Florida)
Sworn to and st	ibscribed before me, the u		County of: Kalm Polacin)
produce:	ally known to me or did	41	φlc
an identificati	on and who did take an	oatn.	
-	Notary Public:	acon 1	Affix Seal
Commis	sion Expires on:		TRACY L. MEEKS MY COUMISSION # FF 180279
			EXPIRES: November 21, 2018 Bonded Thru Notary Public Underwriters



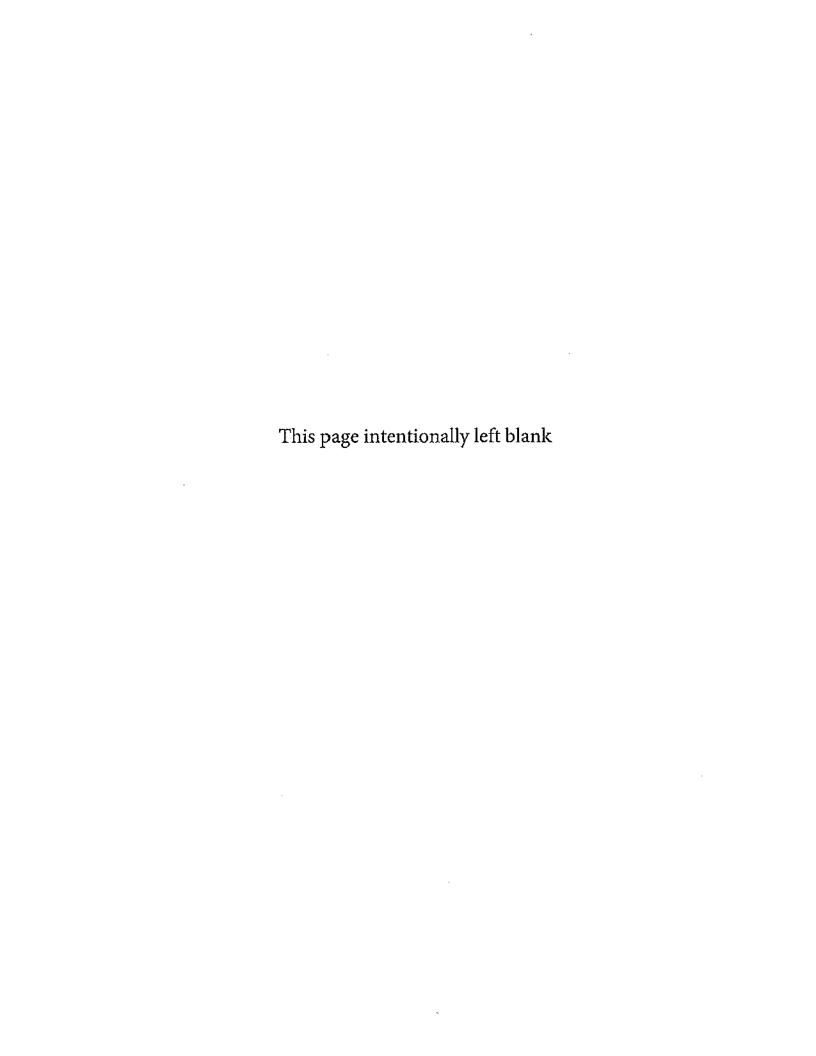
School Board of Broward County - Contractors & Vendors

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.



PSA Attachment 7

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

(Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer **Identification Number and Certification**

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.												
	Nutting Engineers of Florida, Inc.												
κi.	2 Business name/disregarded entity name, if different from above												
Print or type Specific Instructions on page													
ğ	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:							ons (c					
o S	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership	Tru	ist/es	state				ties, t			duan	s, ser	B
Print or type Instructions	single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners	hip) 🟲			Ex	empt	pay	ee ço	xde (if any	n	5	
uct ty	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in	_	abov	e for	Ex	empi	tion t	from	FAT	CA r	epor	ting	
ist c	the tax classification of the single-member owner.				co	de (i	fany	<i>(</i>)					
£ 5	☐ Other (see instructions) ➤				(Ap.	plies fo	80¢0	umis m	क्षांना क्रि	ned ou	tside ti	he U.S	ij
ij	5 Address (number, street, and apt. or suite no.)	Request	ter's	name	and	addr	ess ((optic	nal)				
ğ	1310 Neptune Drive												
See S	6 City, state, and ZIP code												
တိ	Boynton Beach, Florida 33426									•			
	7 List account number(s) here (optional)												
Par	Taxpayer Identification Number (TIN)												
	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo		Soc	cial s	ecuri	ty nu	mbe	er					
	p withholding. For individuals, this is generally your social security number (SSN). However, for nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other					_							
	s, it is your employer identification number (EIN). If you do not have a number, see How to ge					-L				Ţ		\perp	
TIN o	page 3.		or										
	If the account is in more than one name, see the instructions for line 1 and the chart on page	4 for	Em	ploy	er ide	ntífic	atio	טח מנ	edm.	er			
guide	ines on whose number to enter.		5	9	_	1	1	5	9	1	8	2	
				_									
Par	II Certification												
Unde	penalties of perjury, I certify that:												
1. Th	e number shown on this form is my correct taxpayer identification number (or t am waiting for	a numb	er to	o be	íssue	d to	me); an	ď				
2. la	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have	not	beer	noti	fied	by 1	the i	nter	nal l	Reve	enue	3
	vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest	or divide	ends	s, or	(c) th	e JR	S ha	as no	otific	ed m	ie th	at I	am
no	longer subject to backup withholding; and												
3. la	n a U.S. citizen or other U.S. person (defined below); and												
	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	•											
Certif	ication instructions. You must cross out item 2 above if you have been notified by the IRS th	nat you a	are c	urre	ntly s	subje	ect t	lo pa	icku	p w	ithh	oldir	ng
becau	se you have failed to report all interest and dividends on your tax return. For real estate transist paid, acquisition or abandonment of secured property, cancellation of debt, contributions to	actions, o an ind	ıten lividi	120 (al 6	loes t	tot a rent	ippi arra	y, FC	or m mer	ortg ot (19	age RAN	and	ı
gener	ally, payments other than interest and dividends, you are not required to sign the certification,	, but you	u mu	ıst p	rovid	e yo	ur o	orre	ct T	IN. 5	See	the	
instru	ctions on page 3.					- 							
Sign	Signature of		_	-/-	ک وجند								
Here		ate 🟲	9	11.	<u> </u>	10							
Δ	eral Instructions • Form 1098 (home mo	rtgage in	teres	st), 10	98-E	(stuc	lent	loan	inter	rest),	1098	8-T	

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 mulual 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)

- (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.

3. The IRS tells the requester that you furnished an incorrect TM,

 ${\bf 4}_i$ The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your lax return (for reportable interest and dividends only), or

after 1983 only). banago atruccos briabivib bus tearafrei aldatroger for reportable interest and dividend accounts opened 5. You do not certify to the requester that you are not subject to backup

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.

Plac see Special rules for partnerships above.

What is FATCA reporting?

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

Updating Your Information

corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TiM changes for the account; for example, if the grantor of a grantor trust dies. Sins ed of steele first notizerogion of se as Composition that elects to be an S You must provide updated information to any person to whom you cislimed 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

Penalties

teasonable cause and not to willful neglect. 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 failure unless your failure is due to

false statement with no reasonable basis that results in no backup withholding, you are subject to a $5500\,\mathrm{penally}$. Civil ponalty for false information with respect to withholding, if you make a

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

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

Specific Instructions

L anil

ususe sponją wstęp the name on your tax return. You must enter one of the following on this line; do not leave this line blank. The

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

security card, and your new last name. 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

W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040 $\rm k$ /1040EZ you filed with your application. Mote. ITIM applicant: Enter your individual name as it was entered on your Form

Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A1040EZ on line 1. You may enter your business, trade, or "doing business as" (SBO) 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.

other legal document creating the entity. You may enter any business, trade, or documents on line 1. This name should match the name shown on the charter or d. Other entities. Enter your name as shown on required U.S. federal tax

direct owner of the entity is also a disregarded entity, enter the first owner that is not owner that one can be disregarded for federal tax purposes. Enter the disregarded for federal tax purposes. Enter the owner of the disregarded entity rame." If the owner of the owner must complete an appropriate Form W-8 entity is a foreign person, the owner must complete an appropriate Form W-8. If I.e. owner must complete an appropriate to the case of a Form W-9. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case even if the toreign person has a U.S. This is the case of the case even in the case of the c 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 2.5, person, the U.S. owner's name is required to be provided on line 1. If the entity. The name on line it should be the name shown on the income tax return on disregarded as an entity separate from its owner is treated as an entity separate from its owner is treated as an entity and 301.0701-2(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 e. Disregarded entity. For U.S. federal tax purposes, an entity that is

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.

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

An individual who is a U.S. citizen or U.S. resident alien;

 \bullet 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).

and avoid section 1446 withholding on your share of partnership income. 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 Los. 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 successfully a provide Form W-9 to your status and partnership income and successfully a partnership income and successfully a successful tax and successf such business. Further, in certain cases where a Form W-9 has not been received, 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

in the United States: in the cases below, the following person must give from W-9 to the partnership of the purposes of establishing its U.S. status and avoiding withholding on its altoposes after of the partnership conducting a trade or business.

disregarded entity and not the entity; • In the case of a disregarded entity with a U.S. owner, the U.S. owner of the

 \bullet 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

granter trust) and not the beneficiaries of the trust. . In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a

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

certain types of income. However, most tax treaties contain a provision known as Monresident alien who becomes a resident alien. Generally, only a nonresident allen Individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on on Nonresident Allens and Foreign Entities).

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 If you are a U.S. resident alien who is relying on an exception contained in the 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 silen for tax purposes.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident allen. IMO ROUZE

S. The treaty article addressing the income.

clause and its exceptions. 3. The article number (or location) in the tax treaty that contains the saving

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

who qualifies for this exception (under paragraph 2 of the first protocol) and is 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student. 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, paregraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, However, paregraph 2 of the first Protocol to the U.S.-China treaty. from tax for scholarship income received by a Chinese student temporarily present Example. Article 20 of the U.S.-China income tax treaty allows an exemption article.

If you are a nonresident allen or a foreign entity, give the requester the relying on this exception to claim an exemption from tax on his or her scholarship or tellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

appropriate completed Form W-8 or Form 8233.

Backup Withholding

payments from fishing boat operators. Real estate transactions are not subject to backup withholding. settlement of payment card and third party network transactions, and certain exchange transactions, rents, royalties, nonemployee pay, payments made in 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-exampt interest, dividends, broker and barter What is backup withholding? Persons making certain payments to you must

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

Payments you receive will be subject to backup withholding it:

You do not furnish your TIM to the requester,

2. You do not certify your TIM when required (see the Part II instructions on page

3 for details),

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
- - 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

¹See 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
 - 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 mall your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TtN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TtN 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.
- 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 bits 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:
<u> </u>	
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, If combined funds, the first Individual on the account'
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 ^t The actual owner
Sole proprietorship or disregarded entity owned by an individual	The owner
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:
Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity*
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
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)()	The trust

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

(8)

- 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.
- 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 smalls. Also, the IRS does not request personal detailed information through small or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

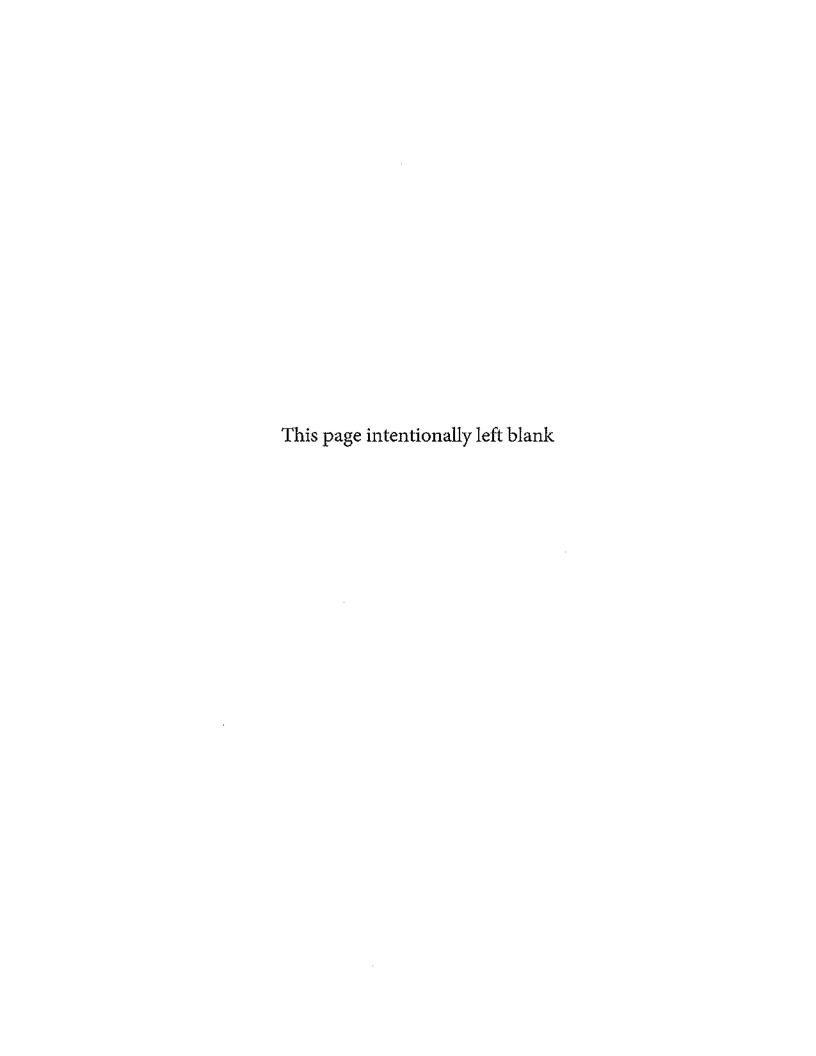
If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-4DTHEFT (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.

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







Geotechnical & Construction Materials Engineering, Testing, & Inspection Environmental Services

Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com

The School Board of Broward County, Florida Professional Services Agreement ATTACHMENT 8 Truth in Negotiations Certification

PROJECT NAME: Continuing Contracts for Geotechnical Engineering

AMOUNT OF CONTRACT: \$3,000,000 (Contract Limit)

CERTIFICATE OF TRUTH IN NEGOTIATION

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

PROJECT NAME (S): Continuing Contracts for Geotechnical Engineering

Are accurate, complete and current as of May 23, 2018.

FIRM: Nutting Engineers of Florida, Inc.

PRESIDENT: Righard Iossi, PE

Reference: Florida Statutes 287.055



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

VENDOR NAME: Nutting Engineers of Florida, Inc.

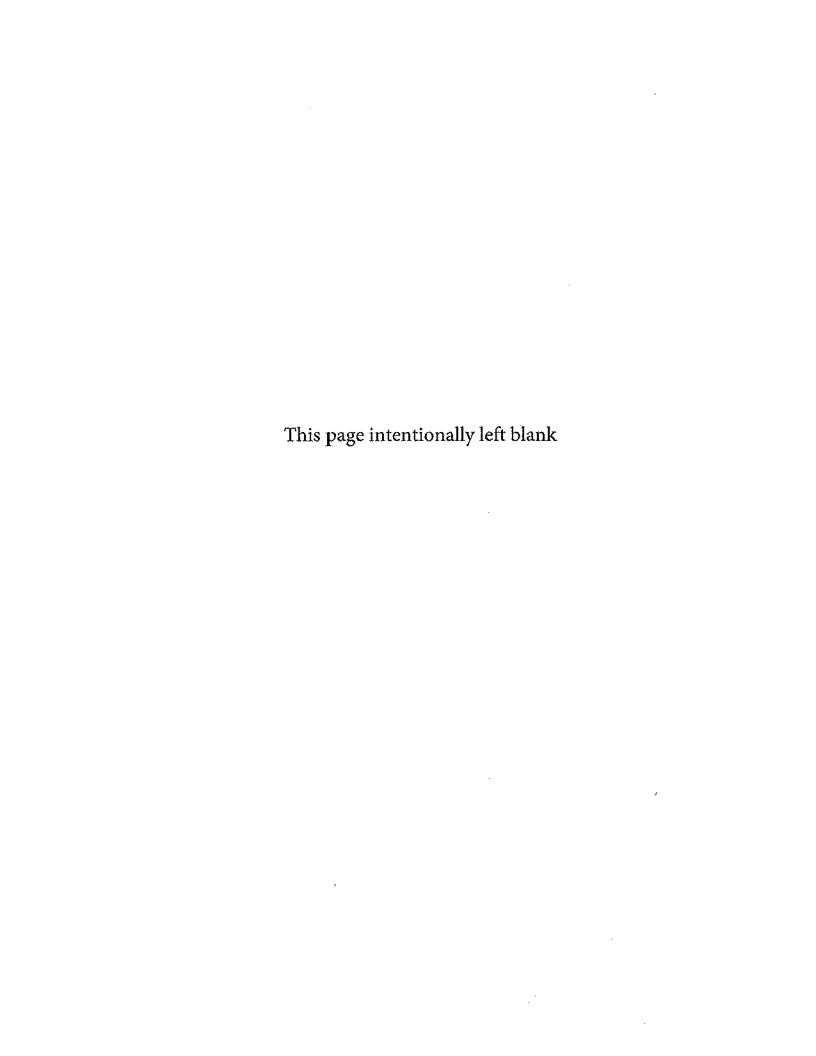
Authorization Agreement

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.

	Acc	ount Information		
Name of Bank or Finar	ncial Institution: N/	A Opting out of the option		
Branch/ State: _	N/A			
Routing No:	N/A			
Account No:			Checking	Savings
VENDOR AREA: Remittance Confirmation (please select one)	n: N/A		Fax	Email
Federal Identification No Vendor	59-1159182		TAX ID#	ss#
	Update Purc	hase Order Fax & Email, A	Address	
Centralized Fax Number	561-737-9975	· .	De	pt Bus. Development
Centralized Email	KristinaB@Nutting.b	iz	De	pt. Bus. Development
Centralized Phone No.	561-736-4900	<i></i>	De	pt. Bus. Development
		Signature		
Authorized Signature (Primary) and Business		Principal/President	Dat	ie: 5/23/18
Authorized Signature (Joint) and Business title			Dat	e;
J	Please attach a VOIDED check	to verify bank details and routing	number.	
		SBBC – Purchasing – Data Strate L 33351 call: 754-321-0516 or fax		٠.
	For Us	e by DATA STRATEGY GROUP		
Vendor Account#		Date Entered	Initials;	
Board of Broward Count	·y			



RFQ # and NAME Continuing Contracts for Geotechnical Engineering

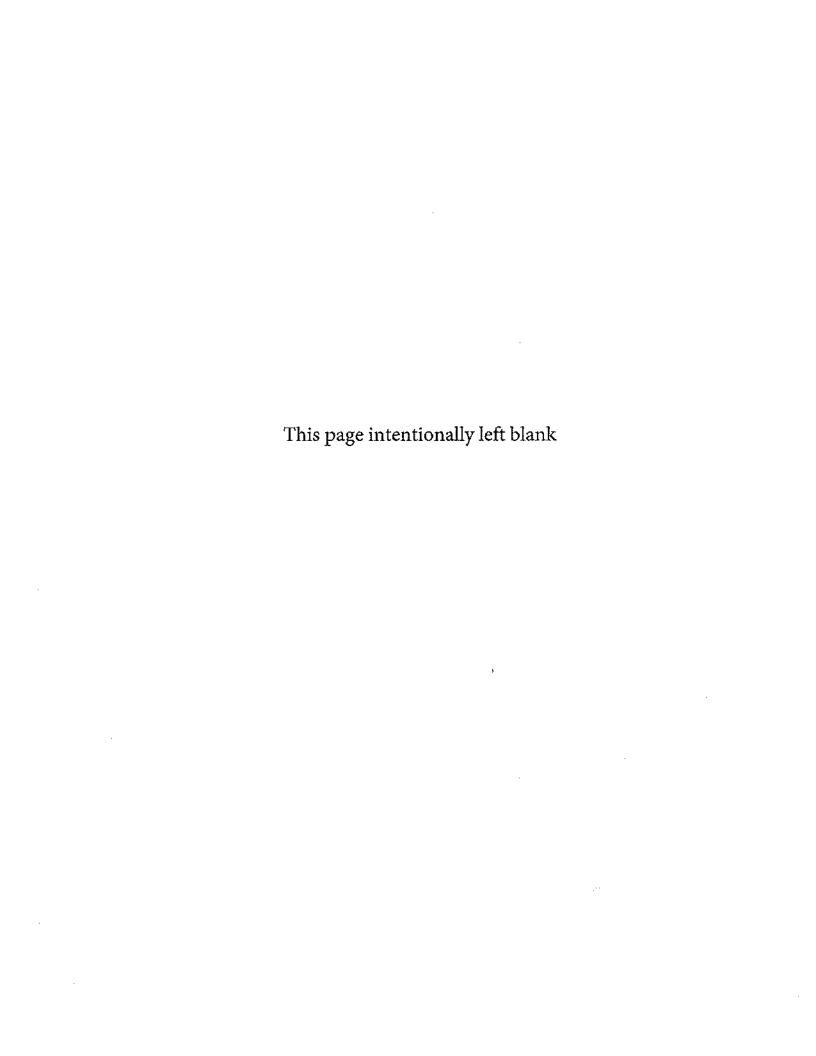
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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		

		v
Check one of the following and sign:		•
x I hereby affirm that there are no	known persons employed by Proposer who are a	ilso an employee of SBBC.
I hereby affirm that all known pe identified above.	ersons who are employed by Proposer, who are	also an employee of SBBC, have been
<u> </u>	Nutting Engineers	of Florida, Inc.
Signature	Company	Name
Richard lossi	1310 Neptur	ne Drive
Name of Official	Business A	ddress
	Boynton Beach, FL 33426	
***************************************	City, State, Zip Code	

The School Board of Broward County Revised 12/1/15







Offices throughout the state of Florida

 $www.nuttingengineers.com \\ info@nuttingengineers.com$

April 20, 2018

Ms. Shari Francis, Purchasing Agent III Procurement & Warehousing Services 7720 W. Oakland Park Boulevard Sunrise, Florida 33351 Miami Dade County Tier 2 CBE
Palm Beach County SBE
SFWMD SBE
Small Business Administration SBE
for Federal Projects

P: 754-321-0521

F: 754-321-0534

E: shari.francis@browardschools.com

Re: RE: RFQ# 17-115C - Continuing Contracts — Design Professional Services for Geotechnical Engineering

Dear Ms. Francis:

Nutting Engineers of Florida, Inc. is pleased to present the requested information relevant to the referenced RFQ.

Minority/Women Business Enterprise (M/WBE) participation: GCES (Hispanic-American MBE) team serves as our SBBC-certified M/WBE subconsultant for this contract. We committed to 25% M/WBE participation.

We look forward to continuing our relationship through this continuing contract.

Respectfully submitted,

NUTTING ENGINEERS OF FLORIDA, INC.

Richard Wohlfarth, PE

Principal/Director of Engineering

Kristina Berryman

Business Development Manager

Attachments:

Geotechnical Engineering Rate Worksheet

M/WBE certificate for GCES



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Landerdale, Florida 33311

(754) 321-1500

Attacturers 15

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Nutting Engineers of Florida, Inc Date Submitted: Thursday, April 19, 2018

ITEM NO.	DESCRIPTION	UNIT		MULTIPLIER	TOTAL RATE
	ENGINEERING / ENVIRONMENTAL SERVICES				
t	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour	\$68.97	2.85	\$ 196.56
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour	\$48.28	2.85	\$ 137.60
3	Project Engineer/Manager/Scientist	Per Hour	\$34.48	2.85	\$ 98,27
4	Staff Engineer/Scientist	Per Hour	\$29,31	2.85	S 83.53
Sa	Threshold Inspector, P.E., Senior Inspector	Per Hour	\$48.28	2.85	\$ 137.60
,5b	Threshold Agent	Per Hour	\$25.86	2.85	\$ 73.70
6	Roof Installation / Materials Inspector	Per Hour		Not Available	
7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour	\$22,41	2.85	\$ 63.87
8	Environmental Technician	Per Hour	522.41	2.85	\$ 63.87
9a	Senior Engineering Technician	Per Hour	\$22,41	2,85	\$ 63.87
96	Engineering Technician	Per Hour	\$20.69	2.85	\$ 58.97
10	Certified Radon Specialist	Per Hour	ł	Not Available	
	SUPPORT SERVICES				
11	CADD Operator	Per Hour	\$22,41	2.55	\$ 63.87
12	Technical Socretary	Per Hour	\$17.24	2.85	\$ 49.13
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour		Not Available	
14	Subcontracting Costs	Markup (%)		15%	
					Sixurium W
15	Supplemental Services Multiplier	Multiplier	TOTAL STREET	N/A	
	1				

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

(Fro-Construction) with copy to the Purchasing Agent (Construction).

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



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdele, Florida 33311

(754) 321-1500

Geotechnical Engineering Scope of Services and SBBC	Negotiated Unit Prices
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	or received the contract of th	
Company		
Nutting Engineers of Florida, Inc.	Date Subw	litted: Thursday, April 19, 2018
Name:		
	Subcane	
Subconsultant open		
CCEC Parlananing Common 110		Construction Malerials Testing
Marie: Croud Differential cetalog, Dec		Role:

ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL RATE
2022 CHISSE BASSES	ENGINEERING / ENVIRONMENTAL SERVICES	#X5000000000000000000000000000000000000			Anter America (1997)
1	Principal Engineer, P.H./Principal Geologist, P.G.	Per Hour	\$54,00	2.85	\$ 153,90
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour	\$45.00	2.85	\$ 128.25
3	Project Engineer/Manager/Scientist	Per Hour	\$35.00	2.85	\$ 99.75
4	Staff Engineer/Scientist	Per Hour	\$28.00	2.85	\$ 79.80
7	A.C.i. Centified Technician (minimum Field Level 1)	Per Hour	\$23,00	2.85	\$ 65,55
9a	Senior Engineering Technician	Per Hour	\$22.00	2.85	5 62.70
9b	Engineering Technician	Per Hout	\$19.00	2.85	\$ 54.15
	SUPPORT SERVICES				
11	CAOD Operator	l'er Hour	\$22.00	2.85	\$ 62,70
12	Technical Secretary	Per Hour	\$15.00	2.85	\$ 42.75
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour	\$25.00	2.85	§ 71,25



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

Attachment 11

(754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company	the factorial garagement control from the factorial control from the factor
Nutting Engineers of Florida, Inc.	Date Submitted: Thursday, April 19, 2018
Name:	Date Submitted: thursday, April 19, 2018
name.	
and the control of th	in this to the companies and administration of the companies of the compan
Subconsultant OD. E.	Subconsultant par comment of the contract of t
GRL Engineers, Inc.	Pile Driving Analyzer Testing (PDA)
Nemo: new professional and the control of the contr	note: The control of
	THE STREET

ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TO R/	TAL ATE
	ENGINEERING / ENVIRONMENTAL SERVICES	7550200037603000000		W. W	78378(12)	
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour	\$66.67	2.85	5	190.01
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour	\$41.67	2.85	\$	118,76
3	Project Engineer/Manager/Scientist	Per Hour	\$33,33	2.85	S	94.99
William Processing	SUPPORT SERVICES	\$3944X35X45X3555	44444444		95.08% 1	450000
12	Technical Secretary	Per Hour	\$16.67	2.85	S	47.51

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

Page 3 of 10 Pages⁷

(754) 321-1500



The School Board of Broward County, Florida Office of Facilities Construction 2301 MW 26th St., Building 8 Fort Lauderdale, Florida 33311

Company	Nutting Engineers of Florida, Inc	Da	te d: Thursday, April 19	2018		1
Namo: ITEM NO.	DESCRIPTION	Submitte	PERFOMRED IN LAB (L), FIELD (F), or BOTH (II)		SERVICE	
Market Street	GEOTECHNICAL EXPLORATION SERVICES	ant of Monthson Charles	OF BUILERIE	1940-800-garakeanio8084	(YAN)	SERVICE
16	Mobilization/Demobilization - Drill Rig & Crew	AZZESTES #44.0000	Antonio antonio alla suo antonio antoni	2579 SAULESANGER KARR	STATES STATES	63462846628
16a	Mobilization/Demobilization - Drill Rig & Crew (Truck Rig)	Lump Sum	F	\$300.00	T Y	1
16b	Mobilization/Demobilization - Drill Rig & Crew (Track Rig)	Lump Sum	į,	\$300.00	Ÿ	
16c	Mobilization/Demobilization Drill Rig & Crew (Mud Bun Rig)	Lump Som	f.	\$500,00	1 Ý	i
16d	Mobilization/Demobilization Drill Rig & Crew (Mini Rig)	Lump Sum	P P	\$500.00	T Y	1
16e	Mobilization/Demobilization - Drill Rig & Crew (Fri-pod)	Lump Sum	F	\$300.00	ÌÝ	·
17	Standard Penetration Test Borings (AFSM D-1586), Truck Rig, Truck Rig, or Mud Bug Rig	224400000000000000000000000000000000000				93000000000000
172	G - 50 Foot Depth Interval	Per L.F.	T P T	\$13.00	ΙΥ	T
17b	51 - 100 Foot Depth Interval	Per L.F.	F	\$16,00	Y	ì
17c	101 - 150 East Depth Interval	Per L.F.	P	218.00	T Y	
18	Auger Borings (Drill Rig - ASTM 4700)	200000000000000000000000000000000000000	1.	::::::::::::::::::::::::::::::::::::::		Annual Company Company
18a	0 - 50 Foot Depth Interval	Per L.F.	T F	\$13.00	ΤΥ	
18b	51 - 100 Foot Depth Interval	Per LF.	F	\$16.00	Y	
18c	101 - 150 Foot Depth Interval	Per L.F.	F	\$18.00	Y	·
19	Conc Penetration Testing	50070000000000000000000000000000000000		310.00	v: ::/w:::::::::::::::::::::::::::::::::	
194	0 - 50 Foot Continuous Data Sampling	Per L.F.	¥ I	\$15.00	T Y	
19b	51 - 100 Foot Continuous Data Sampling	Per L.F.	F	\$18.00	 	ļ
19e	101 - 150 Foot Continuous Data Sampling	Per L.F.	P	\$20.00	+	
20	Undisturbed Samples (Shefby Tubes)	PGI L.P.		\$20.00	<u> </u>	
20a	0 - 50 Foot Depth Interval	Per Sample	т в т	00.002	TY	<u> </u>
20b	51 - 100 Foot Depth Interval		F		<u>'</u>	
21	Temporary Casing (3 or 4-inch Casing - indicate which size(s) is being offered)	Per Sample	-	\$125.00		
21a	0 - 50 Feet	Per L.F.	P P		TY	
215	51 - 100 Feet	Per L.F.	F	\$6.00	+ Y	·
21c	101 × 150 Feet	Per L.F.	F	\$8,00	Y	
22	Temporary Casing (6-inch Casing)	real.	r		_!	
22a	1 1 1	200002000000000				46,440,444,544,64
22a 22b	0 - 50 Feet	Pet L.F.	F	\$6.00	Y	ļ
	51 - 100 Feet	Per L.F.	F	\$8,00	Y	
22¢	101 - 150 Feet	Per L.F.	77	00.012	Y	<u></u>
23	Mack Probing	H 000000000000000000000000000000000000	en och stationer		vojčićkiji polikopa je	
23a	2-Man Crew	Per Hour	P	\$140.00	Y	J
23b	3-Man Crew	Per Hour	F	\$145.00	Y	
24	Permeability Tests - Field (Exfiltration up to 15 Ft)	Per Test	F	\$400.00	<u>Y</u>	L
2.5	Field Instrumentation Equipment	Upon Request		· · · · · · · · · · · · · · · · · · ·	N	ļ
26	Drill Service from Fleating Platform	Upon Request	<u> </u>		N	<u>L</u>
27	Rock Coring (Trunk Mounted)				SQFECANON-NON-	BEARTH CONTRACT
27a	0 - 50 Foot Depth Interval	Per L.F.	k	\$40,00	Y	1
27b	51 - 100 Foot Depth Interval	Per L.F.	F	\$50.00	Y	1
27c	101 - 150 Foot Depth Interval	Per L.F.	ľ	\$60.00	Y	1

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

Page 4 of 10 Pages



The School Beard of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building B Fort Lauderdale, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company Nutting Engineers of Florida, Inc.

Name: Date
Thursday, April 19, 2018
Submitted:

ITEM NO.		UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)			
nadya tila:	GEOTECHNICAL EXPLORATION SERVICES - CONTINUED			garanawan garangan gan	nggayayaya jagaray	Harristan (1997)
28	Filiable Porosity	William William		929396665669		
28a	3" Casing	Per L.F.	`		N	l
28b	4º Casing	Per L.F.		·	N	
29	Grout Borcholes (0 - 50 Feet)	Per L.F.	F	\$8.00	Y	
30	Site Clearing Supervision	Per Hour	F	\$60,00	Y	
31	Well Development/Monitoring	(F)			Este en 1946 et 18	NESSCOOT EXPLO
3la	Well Development up to 20'	Per How	F	\$100.00	Y	
316	Welt Development up to 40'	Per Hour	F	\$100,00	Y	
31c	Monitoring Well 2" Diameter (up to 15')	Each	F	\$600.00	Y	
31d	Concrete Pad Lock Above Ground	Each	F	\$275.00	Y	
3le	Concrete Pad Flush to Ground with Lock	Each:	F	\$250.00	٧	
32	Decontamination of Equipment	Per Hour	F	\$80.00	Y	
33	Extra Split Spoons (Trunk Mounted)	00.000000000000000000000000000000000000		assaria (1900) and Com) (2000/2000) (400 0) (40	disers equal (proces)
33a	0 - 50 Feet	Per Sample	F	\$15,00	Y	
Э3Ь	\$1 - 100 Feet	Per Sample	F	\$15,00	Y	
34	Ground Penetrating Rador (GPR) (No mobilization)	Per Day	F	\$900.00	Y	[
35	Pile Testing & Monitoring			underverdebet		
35a	EDC Equipment	Each			N	
356	EDC Equipment Mobilization	Day			N	
35ç	PDA Equipment	Each	F	× \$580,60	N	GRL
35d	PDA Equipment Mobilization/Demobilization	Day	F	\$200.00	N	GRL
35c	Monitoring PDA	Per Hour	F	\$100.00	N	GRL
35f	Pile Installation Observation	Per Hour	F	\$65.00	Y	
35g	CAPWAP Analysis	Day	В	\$300.00	N	GRL
35h	GRLNEAP Analysis	Each	В	\$400.00	N	GRL
36	TIP Equipment Mobilization	Each	F	\$300.00	N	GRL
	Additional Tests	THAT WAS A				
372	Siesmogroph & Sound Level Meter	Per Day	F	\$125.00	Υ	
37b	Vibration & Noise Monitoring (Equipment only)	Per Day	F	\$350.00	Y	
37c	Static Load Test	Per Test	F	TBD	Υ	





The School Board of Braward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Florida 33311

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Nutting Engineers of Findia, Inc Submitted: Thursday, April 19, 2018

Submitted: Submitted: Thursday, April 19, 2018

Neme		Submitted	rang mengang ang pangang pang	Markatan pertebatan	State of States	:
ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)		IN-HOUSE SERVICE (YAO)	LIST SUB/SUBS PROVIDING SERVICE
*******	ENVIRONMENTAL SERVICES	ZOROWENE WASH			SV(Sylettistess	Takesapasakeestakee
39	OVA Rental	Per Day	F	\$125,00	Y	
40	Groundwater Sample Analysis by EPA	Each	ī.	Cost + (%Markup)	N	ŀ
41	Soil Sample Analyzed for EPA Methods	Each	L	Cost + (%Markup)	N	ľ
42	Encure Samples, Low Level Soit Sample	Finch	ī,	Cost + (% Markup)	N	
42a	VOCs by EPA Minhod 8260	Each	L	Cost + (%Maskup)	N	
42b	SVOCs by EPA Method	Each	1,	Cost + (%Markup)	N	
47c	PAHs SIM by EPA Method 8270	Each	ī.	Cost + (%Markup)	N	ĺ
42d	RCRA 8 Metals by EPA Method 6010	Each	L	Cost + (%Markup)	N	
42e	Metals By EPA Method 6010	Each	ī.	Cost + (%Markup)	N	
42f	TRPH by FL-PRO	Each	I,	Cost + (%Markup)	N	
(FFACE) AND CO	LABORATORY TESTING			<u> Andrewski (alakinan</u>	7567 VS 0000 V	eArear/serven
43	Atterberg Limits	1244090000000000000000000000000000000000				
43a	Liquid Limit and Plastic Limit	Per Sample	L	\$90.00	Y	
44	Grain Size Distribution	Per Sample	t.	\$75.00	Y	
45	Percent Fines (Wash No. 200 Sieve)	Per Sample	I.	\$40.00	Y	
46	Hydrometer Analysis with Grain Sizo Distribution	Per Sample	L	\$140,00	Y	
47	Organic Content Determination	Per Sample	1,	\$50.00	Y	
48	Moisture Content	Per Sample	L	\$20.00	Y	
49	Specific Gravity (fine aggregate/soil)	Per Sample	t.	\$70.00	Y	· ·
50	Specific Gravity (coarse aggregate)	Per Sample	ľ	\$70.00	Y	
51	Consolidation	Per Sample	L	\$350.00	Y	
51a	With Hysterexis Loop	Per Loop			N	
52	Permeability Tests - Laboratory	\$50450303050040503				
52a	Granular Soil (Constant Head)	Per Sample	1.	\$375.00	Υ	ľ
52h	Cohesive Soil (triaxial, back pressure saturated)	Per Sample	L L	\$275.00	Y	
53	Unconfined Compression Tests	Per Sample	1.	\$75.00	Y	
54	płi	Рег Ѕадіріе	L	\$30,00	Υ	
55	Rexistivity	Per Sample	1.	\$20.00	N	PACE
56	Chleride	Per Sample	1.	\$25,00	N	PACE.
57	Sulfate at Sulfide	Per Sample	L	\$40.00	N	PACE
58	Corrosion Resistance (pH, R, CI, Su)	Per Sample	L	\$150.00	N	PACE
59	Turbitlity (sample FOB faboratory)	Per Sample	L	\$50.00	Y	İ
60	Rock Care Testing	200,830,800,800		90 PROPERTY (1997)	SENTERS SENTENCE	
60a	Unit Weight	Per Sample	1.	\$60.00	T Y	Γ
606	Unconfined Conpression Tests	Per Sample	Ł	\$65.00	- Y	
60c	Splitting Tensile Tests (Minimum of 3)	Per Sample			N	
60d	Rock Core Boxes	Per Sample			N	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Flerida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Landerdale, Florida 33311

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Date Thursday, April 19, 2013.

Submitted: Company Nutting Engineers of Florida, Inc.

ITEM NO.	DESCRIPTION	UNIT	LAB (L), FIELD (F),	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDENG SERVICE
	SOILS TESTING	\$16\$4564440525555		<u> </u>		
61	Field Density Tosts (Minimum S tests) (ASTM D1556-90 - Method D)	l'er Test	F	\$27,00	Y	
62	Umerock Bearing Ratin (LBR)	Per Sample	L	\$250.00	Y	1
63	Standard or Modified Proctor (ASTM D698 or D1557-91)	Per Sampte	D	\$95,00	Y	
64	Double Ring Infiltrometer Test	Per Test	B	\$400.00	Y	
65	Soil-Coment, Field Inspecting and Testing	Per Hour			N	1
66	Soil-Cement, Laboratory Design Mixes (FOB Laboratory, FDOT Method)	Per Mix	L	\$650.00	N	GCES
67	Soil-Cement, Laboratory Design Mixes (FOH Laboratory, PCA Short Cut Method)	Per Mix	L,	\$750.00	N	tices
68	Soil-Cement Compressive Strength (3 Pills)	Per Set	L	\$75.00	N	GCES
68a	Each Additional Pill	Each	t.	\$25,00	И	GCES
69	Soll-Coment Field Proctor	Each	В	\$180.00	N	CCES
70	Relative Density Test (Minimum - Maximum)	Per Test	F	\$280.00	N	0052
71	California Bearing Ratio	Per Sample	ī,	\$350.00	Y	T
72	Soil Plate Load tests (ASTM)	Per Test	F	\$600.00	Y	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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(754) 321-1500



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdalo, Florida 33311

Сопрану Ивто:	Company Multing Engineers of Florida, Inc. Name:	Date Submitted	Submitted: Thursday, April 19, 2018	2018		
ITEM NO.	DESCRIPTION	UNIT	PERFOMMED IN LAB (L), FIELD (F),	RATE	IN-HOUSE	LIST SUBSIBES PROVIDING
	CONCRETE TESTING SRRVICES		orikarikka)		D.W.C)	SINKINION
t	Mold, Transport, Cure, and Testing			Charles and the second	desirent de la constant de la consta	
734	Concrete Tests (Standard 4'X & Cylinder, (Concrete Tonperature Test and Stump Test) (Per ASTM C31 'Section 7' Lab. Strength Tests per C39 using C517 of C1231) (Set of 3)	Per Sei	υ.	\$100.00	٨	
ų	Concrete Tests (Standard 6'X 12" Cylinder, (Concrete Temperature Test and Slamp Test) (Per ASTM C31 "Section 7" Lab. Strength Tests are C39 sides C617 or C123). (See of th	Per Set	<u>.</u>	\$100.00	۲	
730	Waiting Beyond I Hour of Arrival at Sice	Per Hour	14	\$65,00	۶	
PC2	Extra Stump 1 cst (ASTAL C143)	PerTest	Tu-r	\$15.00	¥	
73e	Air Content Volumetric Method (ASTM C231)	PerTest	ís.	\$20.00	Y	
73f	Unit Weight and Relative Yield of Fresh Concrete	Per Test	í.	90:0HS	Å	
#	Concrete Cylinders - Compression Tests					
742	Compression Tests of 6" x 12" Cylinders	Per Cylinder	- 1	\$17.00	Y	
740	Compression Tests of 4" x 3" Cylinders	Per Cylinder	J	\$17,00	Y	
74c	Lightweight Concrete Wet Density Test (ASTM C495)	Per Cyfinter		\$50.00	, k	
744	Lightweight Concrete Thermal Transmission Test (ASTM C177)	Per Test			z	
75	Flexural Reans	. Per Beam	ъ	\$40.00	¥	
276	Concrete Certing					
768	Mobilization for Coring	PerTrip	д	\$150,00		
76b	Obtaining and Testing Contrate Cores	Ench	£	\$80.00	¥	
760	Patching Cored Hotes	Tach	ı	\$15.00	¥	
77	Concrete Rendy Mix Plant or Job Inspection	Per Hour	j.	585.00	Y	
77.4	Sieve Analysis, Fine Aggregate	Per Sample	12	\$75.00	٨.	
7.76	Sirve Analysis, Coarse Aggregate	PerSample	- I	585.00	Y	
776	Absorption	Per Sample	T	\$60.00	λ	
17d	Specific Gravity	Per Sample	1,	(with 77c)	*	
770	Unit Weight	Per Sample		260.00	٨	
77.	Malerial Pincs than No. 209 Sieve	Per Sample		\$45.00	Å	
778	Organic (Columetric ASTM C40)	Per Sample	2	\$45.00	۸	
114	Los Angeles Ahmsion	Per Sample	ı,	\$250.00	٨	
77.	Soundaess (5 cyclt)	Per Sample	7	\$250.00	٠.	
75	Fror Patness/Levelness					
782	Equipment Charge	Each	EL.	\$200.00	Y	
78b	Up to 20,000 Square Feel	Each	Ь	\$500.00	Y	
78c	Prom 20,000 Squart Feet to 40,000 Square Feet	Each	'n,	\$600.00	Y	
3 2	Greatet than 40,000 Square Feel	Each	<u>-</u> -	\$750.00	¥	
79	la-Situ Testing (Swiss Farmmer, Wholsor Probe, Etc.)	Per flour	îL	\$55.00	Y	
홌	Windsor Prohe Shers	PerShot	£	\$60.00	Α	
DS	Moksture Emissions					POWER STREET
1 02	Molsture Emissions per Kit	Per Kit	£4,	\$50.00	¥	
æ	Maisture Emissions per Hour	Per Hour	2	\$50.00	Y	

The School Board of Braward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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Abadement 11





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

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

y a caracteria de la communicación de la companya d	promote accommendation of the con-
Company Names Nutting Engineers of Florida, Inc.	Date Thursday, April 19, 2018

	Geotechnical Engineering Scope of Services and SBBC N	egotiated Unit	Prices			
Company Name:	Nutting Engineers of Florida, Irio	Dat Submitted	n Thursday, April 19,	2018		
ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
(1987)	MASONRY TESTING SERVICES	TOWN, WORKS				
81	Compressive Strength (ASTM C140) lab only	Each	, į.	\$40.00	Y	
82 Ï	Absorption and Moisture Content (ASTM C140)	Each	1.	\$60.00	Y	
83	Linear Shrinkage Tests of Concrete Block (ASTM C426) (Set of 3)	Per Sct	<u>i </u>		N	
84	Compressive Strength of Hollow Masonry Prisms	Per Prism	L	\$20,00	Y	
85	Compressive Strength of Grouted Masonry Prism (ASTM C109)	Per Prism	L	\$20.00	Y	i
86	Mortar Cubes	Per Cube	i.	\$15.00	Υ	
87	Mortar Mix Design (ASTM C270)	Each			N	
88	Prisura Tests (ASTM C1314)	Per Prism	L L	\$15.00	Y	
	ASPHALTIC CONCRETE TESTING SERVICES	77575#387#367/897			<u> </u>	aryendrojastaniya.
89	Asphaltic Concrete Plant Inspection	Per Rour	F F	\$65.00	Y	
90	Extraction and Gradation	Per Sample	F	\$150.00	Y	
91	Marshall Stability (FOB Laboratory)	Per Set	L	\$135.00	Y	
92	Ouring Pavement to Obtain Density and Thickness Samples	Per Sample	F	\$50.00	Y	
93	Laboratory Testing of Asphaltic Cores for Density	Per Core	L L	\$30,00	Y	
9899078/99 <u>(</u>	STRUCTURAL STEEL / METALS / INSPECTION SERVICES					
94	Inspection of Structural Steel and Firepmofing (Weld, Bolts, Decking)	Per Hour	F	\$85,00	<u> Y</u>	
95	Senior Certified Welding Inspector (SCWI)	Per Hour	F	\$85.00	Y	
96	Certified Welding Inspector (CWI)	Per Hour	ľ	\$100.00	Y	
97	Non-Destructive Testing Equipment Usage Charge	A (A POWER STREET, STR				
97a	Ultrasonic	Pet Day			N	
97ъ	Magnetic Padicle	Per Day			N	
97c	Dye Penetrant	Per Day			N N	
98	Reinforcing Steel Inspector	Per Hour	F	\$85,00	<u> </u>	
98a	Equipment Usage (i.e. Pachometer)	Per Hour	F	\$30,00	Y	1

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Landerdale, Florida 33311

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Date Thursday, April 19, 2018 Submitted: Company Name: Nutting Engineers of Florida, Inc

ITEM NO.	DESCRIPTION		PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)		IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
	ROOF TESTING SERVICES				<u> </u>	Assessment of the second
99	Inspection and Analysis of Built-Up Realing	ASSESSED ASSESSED				MANAGEMENT OF THE
99a	Moditoring Construction	Per Hour	, k	\$85.00	<u>ү</u>	I
998	Analysis of New Built-Up Roofing Components (ASTM D3617) - Cutting and Patching by Contractor	Per Sample			×	
99c	Analysis of Existing Butti-Up Roofing Computents (ASTM D2829) - includes Temp. Patching and Moisture Percentage	Per Sample			N	
994	Infrared Thermography of CMU Filled Cells & Molsture Intrusion - Taspection	Pet llaur			И	1
99e	Infrared Thermography of CMU Filled Cults & Moisture Intrusion - Equipment Change	Éach			N	
99 r	Puli Test (Roof Structure)	Per Test			N	
99g	Softening Point Test (ASTM D36)	Per Test			N	
	ASPHALT TESTING SERVICES		asyndrograms armedallist			(ACTIVITIES VIEWS)
100	Compaction Testing	SEPARATE PARTY	2009/07/2009/09/09/20	Versee verbrieg beginne		Megapera Weise
100a	Nuclear Gauge Method (Minimum 4 tests per visit)	Each	F	\$27.00	Y	T
1006	Calibrated Drive Steere Method	Each			И	
101	trield Monitoring - Engineering Technician	Per Hour	F	\$65.00	Y	
102	Field Standby Time per Technician	Per Hour	F	\$40,00	Y	
103	Not Used	Managa Astka (1940)			garayayyaa	
104	Asphali Plant Control	Pet Hour	F		N	1
105	Asphali Coring	22.0000.0000.00000				
105a	Asphalt Coring (Depth, Density) - 4"	Each	F "	\$60.00	Y	
105b	Patch Core Hole (asphalt) - 4"	Each	p	\$15.00	Y	
105c	Patch Core Hole (asphalt) - 6"	Each	P	\$15.00	Y	<u> </u>
106	Asphalt Softening Polnt Test (ASTM 36)	Per Test			N	
107	Depth Determinations (Base, Sub-base)	l Each	I II	\$25,00	V	1
108	Maintenance of Traffic (MOT) (Equipment)	Per Hour	1 1	Cost + (%Markup)	N N	ļ

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.

Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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AGREEMENT FOR OPEN END SERVICES

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND
CONSULTANT

GEOTECHNICAL 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:

Terracon 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 School Board of Broward County, Florida Open Ended Geotechnical Engineering Services Agreement Version 4/23/2018 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 Geotechnical 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 Geotechnical 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.
- 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.
- 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, taws, 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.
- 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.
- 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.
- 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.
- 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.

Should services be required which are not included in the attached Attachment "1" (SBBC Standard Unit Prices for (if applicable)), such services and payment therefore shall be negotiated between the parties in advance and in writing.

Unit prices and hourly rates shall be administered in accordance with Attachment "1" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "1" are for time of engineering technicians portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "1" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "1".

- 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.
- 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.
 - 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 Statues, 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 Statues, 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 Statues, 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 Statues, 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 3 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
.б	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 β 85.200, Debarment or Suspension, β 85.201, Treatment of Title IV HEA participation, and β85.215, Exception

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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 ADAAA

- 9.12.1 Non-Discrimination The School Board of Broward County, Florida prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
- 9.12.2 Equal Employment Opportunity (EEO) The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- 9.12.3 Americans with Disabilities Act Amendments Act of 2008 Individuals with disabilities

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

- 9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 9.14 Authority Provision: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.
- 9.15 Notice Provision When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC: Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast Third Avenue Fort Lauderdale, Florida 33301

With a Copy to: Office of the Chief Facilities Officer

600 SE 3 Avenue

Fort Lauderdale, FL 33312
Attn: Leo Bobadilla
Chief Facilities Officer

With a Copy to: Office of Procurement & Warehousing Services

7720 W Oakland Park Boulevard, Suite 323

Sunrise, FL 33351 Attn: Mary Coker

Director of Procurement & Warehousing Services

With a Copy to: Office of Facilities and Construction

2301 NW 26th St

Fort Lauderdale, FL 33311 Attn: Shelley N. Meloni

Director, Pre-Construction Office of Facilities and Construction

And

CBRE Heery, Inc., Owners Representative

2301 NW 26th St

Fort Lauderdale, FL 33311 Attn: Robert Corbin

Program Director/Vice President

To Consultant:

Terracon Consultants, Inc. 5371 N.W 33th Ave, Suite 201 Fort Lauderdale, FL 33309 Attn: David R Gaboury, 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

In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of RFQ No. 17-115C – Geotechnical 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

MUNICI GOMME

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)

<u>Terracon Consultants, Inc.</u> Legal Name of Corporation

width Caboury President

Witness or Secretary, (Michael J. Yost)

Witness, (Barbara L. Boerner

<u>(8830</u>

Project Consultant's Registration Number

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF BROWARD JOHNS OV
BEFORE ME this 30th day of May, 2018, appeared David R. Gaboury 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 thisday of
May , 201 8
Notary Public State of Florida Kunsus
My Commission Expires: 10-15-18 Why Commission Expires: 10-15-18 Notary's Commission No.
OFFICIAL MY COMMISSION EXPIRES



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

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Enter Company Name Here)

Date Submitted: (Date of Submission Here)

ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL RATE
	ENGINEERING / ENVIRONMENTAL SERVICES				
1	Principal Engineer, P.E./Principal Geologist, P.G.	Fer Hour		T	s -
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour		<u> </u>	\$ -
3	Project Engineer/Manager/Scientist	Per Hour			\$ -
4	Staff Engineer/Scientist	Per Hour			\$ -
5ն	Threshold Inspector, P.E., Senior Inspector	Per Hour			\$ -
5b	Threshold Agent	Per Honr			5 .
6	Roof Installation / Materials Inspector	Per Hour			\$ -
7	A.C.l. Certified Technician (minimum Field Level 1)	Per Hour			\$.
8	Environmental Technician	Per Hour			S -
9a	Senior Engineering Technician	Per Hour			\$ -
_9b	Engineering Technician	Per Hour	<u>.</u>	" <u> </u>	\$.
10	Certified Radge Specialist	Per Hour			\$ ·
	SUPPORT SERVICES				
11	CADD Operator	Per Hour			S -
_12	Technical Secretary	Per Hour			\$.
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour			5 -
14	Subcontracting Costs	Markup (%)	400000000000000000000000000000000000000	0%	
15	Supplemental Services Multiplier	Multiplier		N/A	Data Barrella
NAME OF THE PROPERTY OF THE PR				CONTRACTOR CONTRACTOR	AND DESCRIPTION OF THE PARTY OF

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.



The School Beard of Broward County, Florida Office of Facilities Construction 2301 NW 25th St., Building S Fort Lauderdale, Florida 33311

Attachment 1 (764) 321-1500

Company (Enter Company Name Here)		Date Submitted:	(Date of Submission Here)		
Name:	Enter Subconsultant Company Name Here)	Sub consultant Role:	(Enter Subconsult	ant Role Here)	
TTEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL RATE
	ENGINEERING / ENVIRONMENTAL SERVICES				
1	Principal Engineer, P.E./Principal Geologist, P.G.	PerHour	\		\$
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Rour	-		Ş
3	Project Engineer/Manager/Scientist	Per Hour			S
4	Staff Engineer/Scientist	Per Hour			5
_59	Threshold Inspector, P.E., Senior Inspector	Per Hour			\$
Sb	Threshold Ageat	Per Hour			S
. 7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour			\$
8	Environmental Technician	Per Hour		T	\$
93	Senior Engineering Technician	Per Hour			\$
Эb	Engineering Technician	Per Hour			\$
	SUPPORT SERVICES				
11	CADD Operator	Per Hour			\$
12	Technical Secretary	Per Hoer			. \$
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour			S



The School Board of Broward County, Florida Office of Facilities Construction 2301 RW 26th St., Bullding B Fort Lauderfale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBEC Negotiated Unit Prices

Company (Enter Company Name Herc) Date Submitted: (Date of Submission Here) Name:
Subconsultant Company Name Here)
Subconsultant (Enter Subconsultant Company Name Here)
Relet
Rel

name:	Court Continuation Continue Trees	Role:	(princi passaiman	alli more litera)	·
ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL RATE
70,70,70	ENGENEERING / ENVIRONMENTAL SERVICES	we were the property of the			
1	Principal Engineer, P.E. Principal Ocologist, P.O.	Per Hour		T	\$
2	Senior Engineer, P.P./Senior Geologist, Principal Geologist	Per Hour			\$
3	Project Engineer/Manager/Scientist	Per Hour			S
4	Staff Engineer/Scientist	Per Hour			S
5n	Threshold Inspector, P.E., Senior Inspector	Per Hour			\$
5b	Threshold Agent	Per Hour			\$
7	A.C.I. Centified Technician (minimum Field Level 1)	Per Hour		1	S
8	Environmental Technician	Per Hour			S
9a	Senior Engineering Technician	Per Hour			\$
9b	Engineering Technician	Per Hour			\$
	SUPPORT SERVICES				
11	CADD Operator	Per Hour		T	S
12	Technical Secretary	Per Flour			\$
	Maintenance of Traffic (MOT) (Personnel)	Per Hour			<u> </u>



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

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Enter Communic Manne Harri	•	Page Embedded a (Date of Culturiation Metal
Name: (Enter Company Name Here)		Date Submitted: (Date of Submission Here)
	and the state of t	
Subconsultant (Fater Subconsultant Comment Name Lie	no.	Subconsultant (Enter Subconsultant Role Here)
Name: Enter Subconsultant Company Name He	(C)	Role: Role:

ITEM NO.	DESCRIPTION	UNIT RAW R	ATE MULTIPLIER TOTAL RATE
	ENGINEERING/ENVIRONMENTAL SERVICES		
ı	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour	5
2	Senior Engineer, P.F./Senior Geologist, Principal Geologist	Per Hour	2
3	Project Engineer/Mnnager/Scientist	Per Hour	
4	Staff Engineer/Scientist	Per Hour	\$
.5a	Threshold Jaspedor, P.E., Senior Inspector	Per Hour	
Sb	Threshold Agent	Per Hour	S
7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour	\$
8	Environmental Technician	Per Hour	(s
9a	Senior Engineering Technician	Per Haut	
96	Enginecting Technician	Per Hour	\$
	SUPPORT SERVICES		
11	CADD Operator	Per Hour	S
12	Technical Secretary	Per Hour] \$
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour	\$



The School Beard of Broward County, Florida Office of Pacilities Constitution 2301 NW 26th St., Beliding 8 Fort Landerdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotlated Unit Prices Company Enter Company Name Here) Name:

Name	Name: terrior your Paint states	THE CONTRACT PARTY OF THE		
		PERFORMED E		LAST SUBJECTES
ITEM NO.	DESCRIPTION	ONIT (AB (L), FIELD (E),	RATE	SERVICE (YA) PROVIDING
	SECONSCIENCES RYPLOBATE NO STRUCTURE	(C) H (C) To a constant of the		SPICALOS
10	Mobilization Demobilization - Driff Ric & Crew			
16a	Mobilization Demonstration - Drill Rig & Crew (Track Rig)	Inmp Sum		
166	Mobilization/Denuchilization - Daill Fife & Crew (Track Rig.)	Lump Sum		
160	Mobilization/Demobilization - Drill Rig & Crow (Mad Bug Rig)	Lump Sam		
155	Mobilization/Demobilization - Deil Rig & Crew (Mitt Rig)	7. гатр Sum		
16e	Mobilization/Demobilization - Drill Rig & Crew (Trispod)	լ,ստր Տստ		
1,1	Standard Penetration Test Borings (ATSM D-1586), Track Rig. Track Rig, or Mad Bug, Rig			
172	0 - 50 Peat Depth (nturns)	Per L.F.		
Ę	51 - 100 Foot Depta Interval	Per L.F.		
170	AUI - 150 Paol Depth Interval	Per 1		
*3	Auget Boriogs (Drill Rig - ASTM 4790)			
184	0 - 50 Foot Depth Interval	Per L.F.		
181	51 - 100 Paol Depth Interval	Per L.P.		
18c	101 - 150 Foot Depth foreral	Per L.F.		
16	Cone Penetration Testing			
198	0 - 50 Flunt Continuous Data Sampling	PerLF.		
196	51 - 100 Foot Continuous Data Sampling	Per 1, F.		
190	101 - 150 Foce Continuous Data Sampling	Per L.P.		
20	Undkiurhed Samples (Shelby Tubes)			
202	0.50 Foot Depth Internat	Per Sample		
20 p	51 - 100 Feor Depth Interval	Per Sample		
21	Tempanny Casing (3 or 4-inch Casing - indicate which size(s) is being offered)			
210	0 - 50 Peet	Per L.F.		
216	51 - 100 Feet	Per L.F.		
210	101 - 150 Feet	Per1.F.		
22	Tenthonuy Casing (6-inch Casing)			
223	0 - 50 Feet	Per L.F.		
177	51 - 100 Feel	Per L.ft,		
220	101 - 150 Feet	Per L-F.		
23	Muck Probing			
234	2.Man Crew	Per Hour		
23b	3-Mad Crew	Pet Hour		
24	Permeability Tests - Field (Exfiltration up to 15 Ft)	Per Test		
25	Feld Instrumentation Equipment	Орин Кецием		
92	Diell Service from Shating Platform	Upon Request		
27	27 Rock Coring (Trunk Mounted)			
27.3	0 - 50 Foot Depth Interval	Per L.P.		
274	51 - 100 Past Depth Interval	Per L.F.		
The School Boar	rd of Broward County, Florida			

ure school Board of Broward County, Forlda Geotechalcal Engineering Scope of Services and Unit Pricing. February 5, 2018



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building B Fort Landerdule, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices							
Company (Enter Company Name	Here)		Date Submitted	(Date of Submission	n Here)	:	
TEM NO.	DESCRIPTION		UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)	RATE	1N-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
27c 101 - 150 Foot Death I	nterval		Per L.F.				- ··· 1

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company (Enter Company Name Here) Date Submitted: (Date of Submission Here)

TTEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BUTH (B)	RATE	in-House Service (Y/N)	LIST SUB/NUBS PROVIDING SERVICE
y . 1465-1466-1	GROTECHNICAL EXPLORATION SERVICES - CONTINUED	1997-1999-1999-1999-1999-1999-1999-1999				
28	Pilable Porosity					
28a	3" Casing	Per L.F.				
28b	4" Casing	Per L.F.				
29	Grout Borehotes (0 - 50 Feet)	Per L_F.				
30	Site Clearing Supervision	Per Hour		Ī		
31	Well Development/Monitoring					New York (No. 1972)
31a	Well Development up to 20'	Per Hour				
316	Well Development up to 40'	Per Hour		Ì		
31c	Monitoring Well 2" Diameter (up to 15')	Each				
31d	Concrete Pad Lock Above Ground	Each		Í		
31e	Concrete Pad Flosh to Ground with Lock	Each				
32	Decontamination of Equipment	Per Hour		Ī		
33	Extra Split Spoons (Trank Mounted)					
33a	0 - 50 Feet	Per Sample		Ţ <u> </u>		\
336	51 + 100 Feet	Per Sample				
34	Ground Penerrating Rador (GPR) (No mobilization)	Per Day				
35	Pile Testing & Monitoring					
35a	EDC Equipment	Each				
35b	EDC Equipment Mobilization	Day				
35c	PDA Equipment	Each				
35d	PDA Equipment Mobilization/Demobilization	Day		Ĭ		
35e	Monitoring PDA	Per Hour				
350	Pile Installation Observation	Per Hour				
35g	CAPWAP Analysis	Day				
35h	GRI.WEAP Analysis	Each				
36	TtP Equipment Mobilization	l'iach				[
	Additional Tests	<u> Pagada darah salah</u>				
37a	Siesmagraph & Saund Level Meter	Per Day		T		
376	Vibration & Noise Monitering (Equipment only)	Per Day	1			
37c	Static Loati Test	PerTest	1	1	1	

The School Board of Broward County, Florida Geolechikal Engineering Scope of Services and Unit Pricing February 5, 2018

Page 3 of 9 Pages



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Laudordale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Name:	Enter Company Name Here)		(Date of Submissi	on Here)		
TTEM NO.		UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (9)	rate	IN-HOUSE SERVICE (Y/N)	List Subsubs Providing Service
AND ADDRESS.	ENVIRONMENTAL SERVICES			destackéyőűlőlégiést	755 PH 1455	
39	OVA Remat	Per Day				
40	Groundwater Sample Analysis by EPA	Each				
41	Suil Sample Analyzed for EPA Methods	Each			ļ	
42	Encore Samples, Low Level Soil Sample	fisch				
42a	VOCs by EPA Method 8260	Each				
42b	SYGCs by EPA Method	Each			l	
42c	PAIIs SIM by EPA Method 8270	Each		L		
424	RCRA 8 Metals by EPA Method 6010	Each	<u> </u>			
420	Metals By EPA Method 6010	lisch				
421	TRPH by 14-PRO	Each				
	LABORATORY TESTING				dan garganeyik	
43	Atterberg Limits					
43a	Liquid Limit and Plastic Limit	Per Sample				
44	Grain Size Distribution	Per Sample			<u> </u>	i
45	Percent Fines (Wash No. 200 Sieve)	Per Sample				
45	Hydrometer Analysis with Grain Size Distribution	Per Sample			L	
47	Organic Content Determination	Per Sample				
48	Mnisture Canjust	Per Sample				
49	Specific Gravity (fine aggregate/soil)	Per Sample			[
50	Specific Gravity (coarse aggregate)	Per Sample				
51	Consolidation	Per Sample				
Sla	With Hysteresis Loop	Per Loop				
52	Permeability Tests - Laboratory					
57a	Granutar Soil (Constant Head)	Per Sample			T	
52b	Cohesive Soil (triaxial, hack pressure saturated)	Per Sample				
53	Unconfined Compression Tests	Per Sample				
54	pli	Per Sample				
55	Resistivity	Per Sample				
56	Chloride	Per Sample			<u> </u>	
57	Sulfate or Sulfide	Per Sample		<u> </u>		}
58	Corresion Resistance (pH, R, Cl, Sa)	Per Sample				
59	Turbidity (sample FOB laboratory)	Per Sample		<u> </u>		
60	Rock Core Testing					100000000000000000000000000000000000000
60a	Unit Weight	Per Sample		<u> </u>		
60b	Unconfined Conpression Tests	Per Sample				
60c	Splitting Tensile Tests (Minimum of 3)	Per Sample				
604	Rock Core Boxes	Per Sample			 	<u> </u>

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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

Atlachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company (Enter Company Name Here) Name: Date Submitted: (Date of Submission Here)

ITEM NO.	DESCRIPTION		PERFOXERU IN LAB (L), FIELD (F), or BOTH (B)	RATE	(N-HOUSE SERVICE (Y/N)	BERVICE
1000000000	SOILS TESTING	. Markey jere par			ath the real and	
61	Field Density Tests (Minimum 5 tests) (ASTM D1556-90 - Method D)	Per Test				
62	Limerock Bearing Ratio (LBR)	Per Sample				
63	Standard or Modified Proctor (ASTM D698 or D1557-91)	Per Sample			ļ	
64	Double Ring Infiltrometer Test	Per Test				
65	Soil-Cement, Field Inspection and Testing	Per Hour				
66	Soil-Cement, Laboratory Design Mixes (FOB Laboratory, FDOT Method)	Per Mix				
67	Soli-Cement, Laboratory Design Mixes (FOB Laboratory, PCA Short Cut Method)	Pet Mix				
68	Soil-Comeat Compressive Strougth (3 Pills)	Per Set	i			
68a	Each Additional Pill	Each				
69	Soil-Cement Field Proctor	Each				
70	Relative Density Test (Minimum - Maximum)	Per Test				
71	California (scaring Ratio	Per Sample				
7 2	Soil Plate Load tests (ASTM)	Per Test				



The School Board of Braward County, Florida Office of Facilities Construction 2301 NW 26th St., Bullding 8 Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Name:	Geotechnical Engineering Scope of Services and SHSC Ne	Date Submitted: (Date of Submission Here)					
ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (P), or BOTH (B)	RATE	IN-HOUSE SERVICE (VAG	LIST SUBJECTS. PROVIDING SERVICE	
	CONCRETE TESTING SERVICES	errwerterre					
73	Mold, Transport, Cure, and Testing			Serregalitikane			
73a	Concrete Tests (Standard 4"x 8" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set O13)	Per Ser			ļ		
73b	Concrete Tests (Standard 6"x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab. Strongth Tests per C39 using C617 or C1231) (Set of 3)	Per Set					
73c	Waiting Beyond 1 Hour of Arrival at Site	Per Hour					
73d	Extra Siump Test (ASTM C143)	Per Test			I		
73e	Air Content Volumetric Method (ASTM C231)	Per Test					
73f	Unit Weight and Relative Yield of Fresh Concrete	Per Test			T		
74	Concrete Cylinders - Compression Tests						
74a	Compression Tests of 6" x 12" Cylinders	Per Cylinder					
746	Compression Tests of 4" x 8" Cylinders	Per Cylinder					
74c	Lightweight Concrete Wet Density Test (ASTM C495)	Per Cylinder			Ĭ -		
74.1	Lightweight Cooccete Thermal Transmission Test (ASTM C177)	Per Test			T		
75	Flexural Beams	Per Beam]		
76	Concrete Coring		over transcription (A) (a. 6	Appropriate transfer			
76a _	Mobilization for Coting	Per Trip					
76h	Obtaining and Testing Concrete Cores	lisch					
76c	Patching Cored Hotes	Each					
77	Concrete Rearly Mix Plant or Job Inspection	Per Hour	.]				
77a	Sieve Analysis, Fine Aggregate	Per Sample			"		
776	Sieve Analysis, Coarse Aggregate	Per Sample					
77c	Absorption	Per Sample					
774	Specific Gravity	Per Sample					
77e	Unis Weight	Per Sample	· · · · · · · · · · · · · · · · · · ·		1		
771	Material Finer than No. 200 Sieve	Per Sample					
77g	Organic (Columetric ASTM C40)	Per Sample					
77b	Los Augeles Abrasion	Per Sample					
77i	Soundaess (5 cycle)	Per Sample					
78	Pivor Flarogss/Levolness						
78a	Equipment Charge	Each					
78b	Up to 20,080 Square Feet	Each					
78c	From 20,000 Square Feet to 40,000 Square Feet	Each			1		
78.1	Greater than 40,000 Square Feet	Each					
79	In-Situ Testing (Swiss Hammer, Windsor Probe, Etc.)	Per Hour					
79 a	Windsor Probe Shots	Per Shot			1		
80	Muisture Emissions	HORSE SERVICE					
80/2	Moissure Emissions per Kit	Per Kit	1				

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

Page 6 of 9 Pages



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

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices ame Here; Date Submitted: (Date of Submission Here)

Company Name:	Enter Company Name Here)	· ·	 Date Submitted	(Date of Submissi	* **		
ITEM NO.		DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUBSUES PROVIDING SERVICE
80h	Moisture Emissions per Hour		 Per Unit	"	1		

The School Board of Broward County, Florida Geotochickel Engineering Scope of Services and Unit Pricing February 5, 2018

Page 7 of 9 Pages



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building B Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Enter Company Name Here)

Dato Submitted: (Date of Submission Here)

MITTE:	the same of the sa				PERFOMRED IN			LIST SUBISUE
ITEM NO.					LAB (L), FIELD (F), or BOTH (8)	RATE	in-house service (Y/N)	DECEMBER OF
Market (a)	MASONRY TESTING SERVICES					Baylan ya an t		
81	Compressive Strength (ASTM C140) lab	only		Each				
82	Absorption and Muisture Content (AST)	d C140)		Each				
83	Linear Shrinkage Tests of Concrete Bloc	k (ASTM C426) (Set of 3)		Per Set				
84	Compressive Strength of Hollow Masons	ry Prisms		Per Prism				
85	Compressive Strength of Grouted Mason	ry Prism (ASTM C109)		Per Prism				
86	Mortar Cubes			Per Cube				
87	Monar Mix Design (ASTM C270)			Each				
88	Prisms Tests (ASTM C1314)			Per Prism				
	SASPHALTIC CONCRETE TESTING	SERVICES						
89	Asphaltic Cancrete Plant Inspection			Per Hour				
90	Extraction and Gradution			Per Sample				
91	Marshall Stability (FOB Laboratory)			Per Sct		·····		
92	Coring Pavement to Obtain Density and	Thickness Samples		Per Sample				
93	Laboratory Testing of Asphaltic Cores fo	r Density		Per Core	\			
	STRUCTURAL STEEL / METALS /	INSPECTION SERVICES				Windows William		
94	Inspection of Structural Steel and Pirepre	sofing (Weld, Bolts, Deckin	g)	Per Hour				
95	Scalor Cartified Wolding Inspector (SCA	VI)		Per Hour				
96	Certified Welding Inspector (CWI)			Per Hour				
97	Non-Destructive Testing Equipment Usa	ge Charge		100000000000000000000000000000000000000			gradit Adalah dari	
97a	Ultrasonie			Per Day				
97ь	Magnetic Particle			Per Day				
97c	Dyc Penetrant			Per Day				
98	Reinforcing Steel Inspector			Per Hour				
98a	Equipment Usage (i.e. Pachometer)			Per Hour				



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Landerdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Enter Company Name Here)

Date Submitted; (Date of Submission Here)

ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), PIELD (P), or BOTH (B)	RATE	(N-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
	ROOF TESTING SERVICES					
99	Inspection and Analysis of Built-Up Roofing	1450 NOT SERVICE SERVI				
99a	Manituring Construction	Per Hour				
99b	Analysis of New Built-Up Roofing Components (ASTM D36(7) - Cutting and Patching by Contractor	Per Sample				
99c	Analysis of Existing Built-Up Roofing Components (ASTM D2829) - Includes Temp. Patching and Moisture Percentage	Per Sample				
99d	Infrared Thermography of CMU Filled Cells & Maisture Intrusion - Inspection	Per Hour	1			
99¢	Infrared Thermography of CMU Filled Cells & Moisture Intrusion - Equipment Change	Fach		······		
990	Pull Test (Ross Structure)	Per Test				
99g	Softening Polot Test (ASTM D36)	Per Test	<u> </u>			
	ASPIIALT TESTING SERVICES	7,000,000,000			F1200 P120 P120 P120 P120 P120 P120 P120	
100	Compaction Testing	76 THE R. P. LEWIS CO., LANSING				
100a	Nuclear Gauge Method (Minimum 4 tests per visit)	liach				
100ь	Calibrated Drive Siceve Method	Each	`` ```	···· - · · · · · · · · · · · · · · · ·		
101	Field Mealtoring - Engineering Technician	Per Hour				
102	Field Standby Time per Technician	Per Hour			1	
103	Not Used					
104	Asphalt Plant Control	Per Hour				
105	Asphalt Coring					
105a	Asphalt Coring (Depth, Donsity) - 4"	Each				
10,56	Patch Core Hole (asphalt) - 4"	Each				
105c	Potch Core Hole (asphals) - 5"	Ench				
106	Asphalt Softening Point Test (ASTM 36)	Per Test	<u> </u>			
107	Depth Determinations (Hase, Sub-lase)	Esch				
108	Maintenance of Traffic (MOT) (Equipment)	Per Hear	_i		l	

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 (Fre-Construction) with copy to the Putchasing Agent (Construction).

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

	•		
•			
	This page intention	nally left blank	
		;	

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	1 4			¥
5.00	\$			
the second control of		 	 	
Current basic fee	· \$			Ŗ
CASTON PROCESSANTE CONCERNATION CONTRACTOR	. *	 	 	

INVOICE TOTALS:

Summary	Current	Fee Previously B	illed This Invoic	e Balan	ce
Basic Services	\$	\$	\$	\$	
Reimbursable	\$	\$	\$	\$	
Total:	\$	\$	\$	\$	

BASIC FEE TOTALS:

Period	Fee	Previously E	lilled	This Invoice	Balance	
From to dates	\$	\$	%	\$ %	\$	%
	\$	\$	%	\$ %	\$	%
	\$	\$	%	\$ %	\$	%
	\$	\$	%	\$ %	\$	%
, , , , , , , , , , , , , , , , , , ,	\$	\$	%	\$ %	\$	%
Other Services	\$	\$	%	\$ %	\$	%
Total Previously Bi	lied:	\$				
Total Amount This	Invoice:			\$ 		
Total Balance:						\$

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



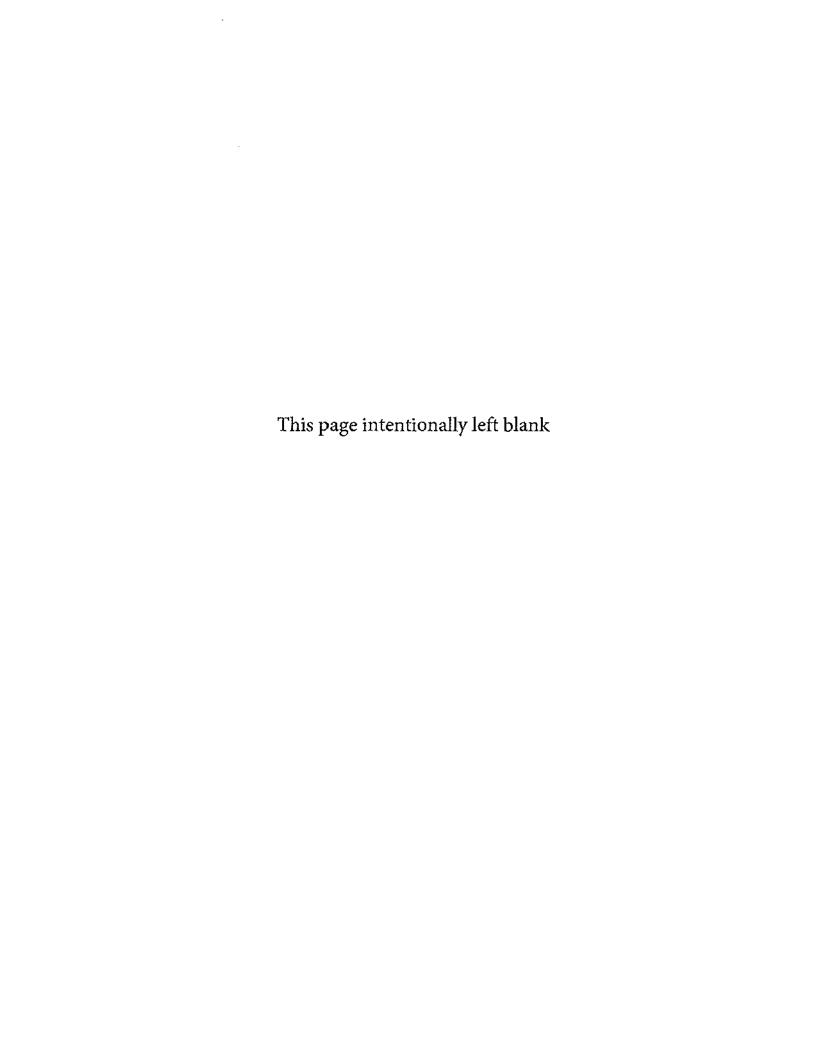
The School Board of Broward County, Florida Florida Facilities and Construction Management Department 2301 NW 26th Street Fort Lauderdale, FL 33311 (754) 321-1500

	Design Professional 8 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:	

Date	Reimbursable Item	Amount
	Involce Total	
	Date	

Receipts for each Item mus	t be attach	ed.		
Current Contract Amount:	\$			
Total This Invoice:		\$		
Total Previously Billed:			\$	
Total Balance:				\$ ···

Submitted By: Name:	Certified By: Name: Title:	Recommended By:	Approved By: Name: Title:
Title: Date:	Project Manager Date:	Name: Title: Date:	Date:
			1
	<u></u>	<u> </u>	
(Signature)	(Signature)	(Signature)	(Signature)



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

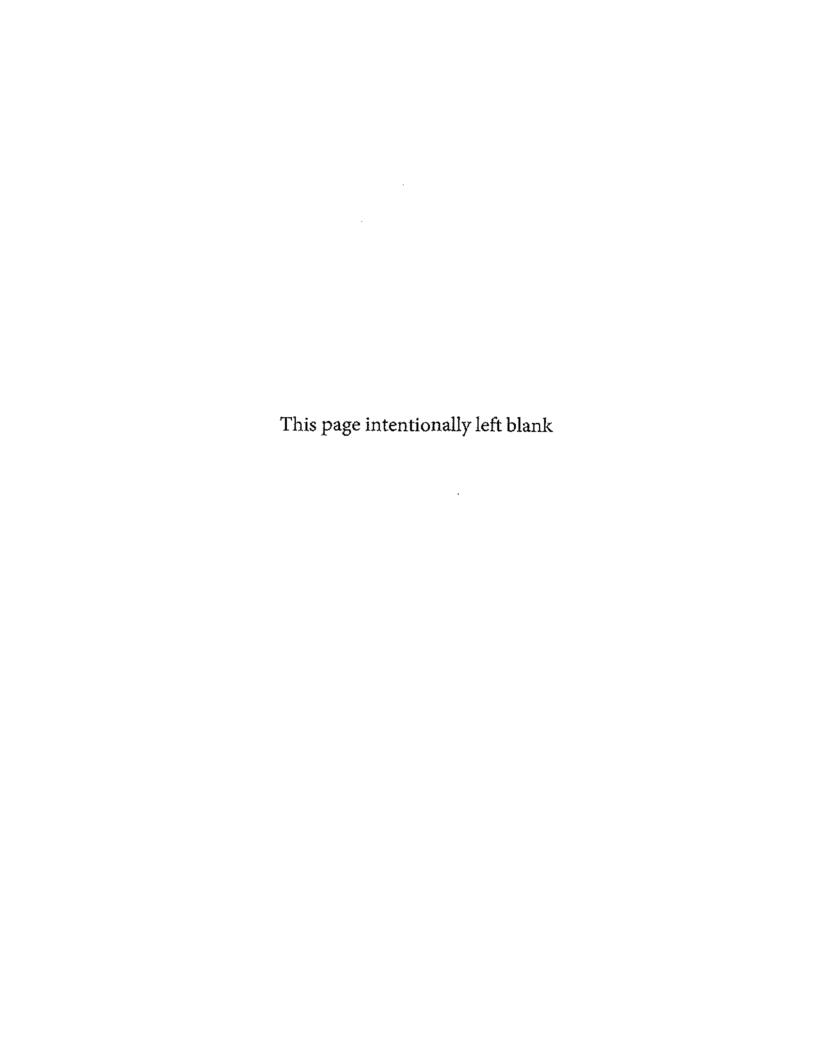
- 3.1 Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.
 - 3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example survey sheets)
- 3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.
- 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.





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 A	Authorization	To Proceed
Project No.: Location No.:	<u>P.#####</u> ####		Date:	2017
Project Title:	Name of Projec		SBBC P.O. No.:	
		**************************************	Line No.:	
Facility Name:	NAME OS SCI	IOOL	Project Manager:	
Project Consultant:	NAME OF VE	IDOR A/E	Dir. Capital Planning	& Programming
		er contract for pro-		ou are hereby authorized to proceed with the
Schematic Des Bidding Other Services	Cons		: Administration	Construction Documents Warranty
This Autho	rization to Procee	d is subject to the fo	ollowing attachments	:
Attachment	Project	onal Services Requi Schedule onal Fees s ATP's	ired	
		services is specific r this project as ind		nal Services Required with a Fixed Limit of
Original F	LCC	Current Co.	st Estimate	Revised FLCC by ATP
\$######	!!!!!	\$####	H#####	\$#########
Agreement ARCHITE ARCHITE The Basic	(PSA) dated CT are in accord CT dated	2017 between lance with the Pro2017 (Revised	The School Board posal for Architectr , 2017 and	be provided under the Professional Services of Broward County, and NAME OF VENDOR ural / Engineering Services from NAME OF 12017) – See Attachment 1. nt under this ATP are defined in Articles 2.1
	mental Services t	nat will be provided	l by the Project Cons	sultant under this ATP are defined in Article 2.9
phase until completed,	the completion of	'all documents, requiritten authorization	uired presentations a	Consultant shall not proceed with the next nd reports required for the phase being rom the Owner, or the Office of Facilities &



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)

	Date Required Or Estimated Time Period			
ACTIVITY	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 ar	e in accordance with the schedule in the Proposal for Ar	chitectural /
	Engineering Services from NAME	OF VENDOR ARCHITECT?ENGINEER dated	2017
	(Revised, 2017 and	2017) and the milestones shall be incorporated	l into the Project
	Design Schedule prepared by the F	roject Consultant as required by Article 2.2.5.8 of the PS	SA.



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)

Professional Fees

Project No. & Location No.:

P.###### #####

Project Title: GOB SCOPE NAME

Facility Name:

NAME OF SCHOOL

NAME OF VENDOR A/E Project Consultant:

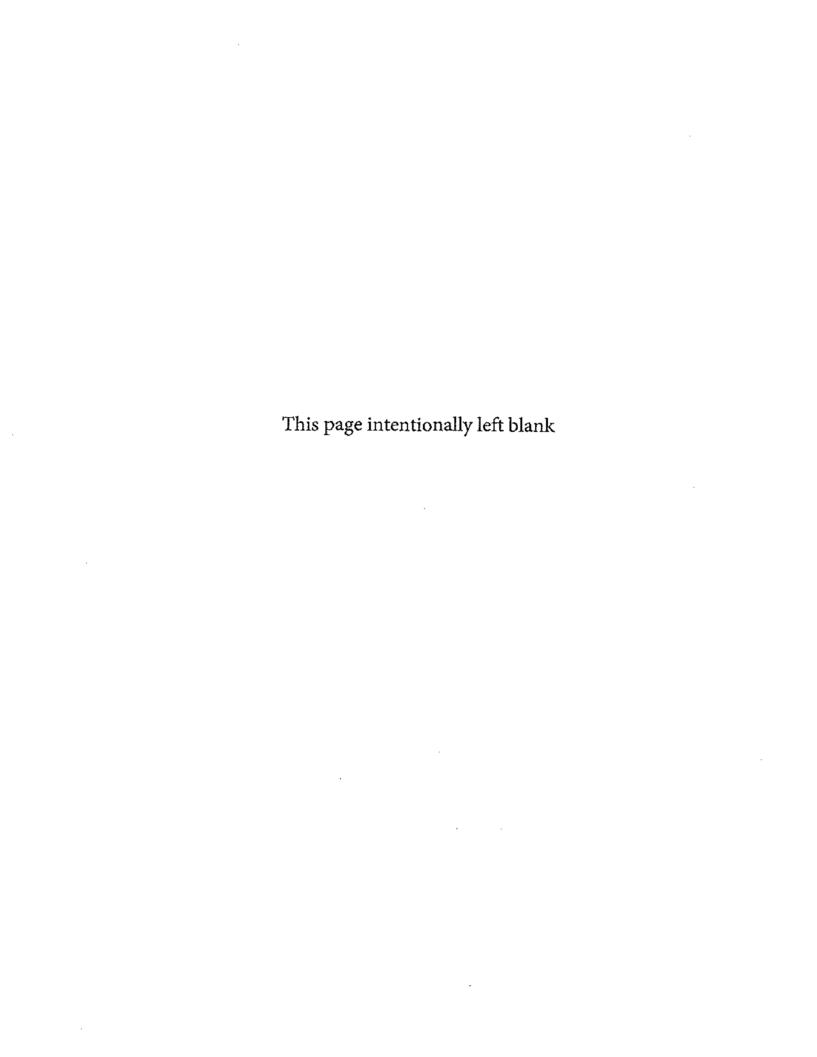
Phase	Original Basic Fee	Fee Authorize	d by ATP	Fee Previous	sly Paid	Fee Balance	
I – Schematic Design (30% CDs)	\$#####.00	\$############	100.0%	\$0.00	0.0%	\$0.00	0.0%
II - Design Development (60% CDs)	\$#####.00	\$#########	100.0%	\$0.00	0.0%	\$0.00	0.0%
III 90% CDs	\$#####.00	\$########	100.0%	\$0.00	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: She	lley N. Meloni	***************************************	
Title:			₩	Title: Director, Pre-Construction			
Signature:		Date:		Signature:		Date	
Recommend	led By SBBC			Approval b	y SBBC		
Name:				Name:			
Title: Proje	ect Manager / Program Director	<u> </u>		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.

The School Board of Broward County, Florida Professional Service Agreement (07-25-12 MA)



Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Hugo E. Soto, P.E.	Principal Engineer	Principal	20%	36440	hugo.soto@terracon.com
Retu Nulkar, P.E.	Senior Engineer	Contract Manager	40%	70625	rutu.nulkar@terracon.com
Kevin Aubry, P.E.	Senior Engineer	Senior Engineer	20%	38175	kevin.aubry@terracon.com
Jaime Velez, P.E.	Project Engineer	Project Engineer	30%	66416	Jaime.Velez@terracon.com
Nicholas Mata, P.E.	Project Engineer	Project Engineer	50%	82381	Nick.Mata@terracon.com
Mitchell Foster, P.E.	Project Engineer	PDA Testing	40%	82216	Mitch,Foster@terracon.com

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address
Mark Mesiano, P.E.	Principal Engineer	Principal Engineer	30%	48202	mmesiano@fla-eng.com
···					
				`]

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address





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

(754) 321-0505

Attachment 6

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	<u> </u>			
county of Broward				
Before me, the undersigned authority,	personally appeared			
Richard Minichiella				
sworn, made the following statement:	who, being by me first duly			
1. Contractor Name:	Terracon Consultants, Inc.			
Address:	5371 NW 33rd Avenue, Suitc 201 Fort Lauderdole, FL 33309			
2. My relationship to the Contractor named in (1) above is:	VP Regional Manager (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)	42-124 9917			
INDICATED IN DOCUMENT 00200. CO STATUTES IS REQUIRED PRIOR TO PROCEED. The above-named Contractor press Section 1012.465, Florida Statute	OF SUBMISSION OF POST-AWARD DOCUMENTS OMPLIANCE WITH SECTION 1012.465, FLORIDA ISSUANCE OF DOCUMENT 00550, NOTICE TO ently complies fully with the requirements set forth in es to the extent that all contractual personnel to be oid HAVE met Level 2 Screening requirements set forth es.			
BY: Keland Midetto	DATE: 6 1 2018			
NAME (Printed) Richard Minichia	ello TITLE: VP, Rogianal Magager			
Notarization Sworn to and subscribed before me, the u	State of: Floridg) County of: Dalvin Beach)			
Sword to and subscribed before me, the d	Richard Minochiello			
who is personally known to me or did produce:				
an identification and who did take an oath.				
Notary Public: 👓	null Adour Affix Seal PANELLE ADAMS			
Commission Expires on:	DANIELLE ADAMS MY COMMISSION # GG 125636 EXPIRES: July 27, 2021 Ponded Thru Notary Public Underwriter			

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.



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

Form (Rev. November 2017)

(Rev. November 2017) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	Terracon Consultants, Inc.					
	2 Business name/disregarded entity name, if different from above					
page 3.	Check appropriate box for federal tax classification of the person whose name tollowing seven boxes.	4 Exemptions (codes apply only to certain entitles, not individuals; see instructions on page 3):				
e. ns on	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	☐ Partnership	Trust/estate	Exempt payee code (if any)5		
ا ۾ ج	Limited liability company. Enter the tax classification (C=C corporation, S=	S corporation, P=Partnersh	hip) ▶			
Print or type. See Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not chec 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. tederal tax purposes. Otherwise, a single-member LLC the is disregarded from the owner should check the appropriate box for the tax classification of its owner.			Exemption from FATCA reporting code (if any)		
ទូ	Other (see instructions) >			(Applies to accounts maintained outside the U.S.)		
8	5 Address (number, street, and apt. or suite no.) See instructions.	F	Requester's name a	nd address (optional)		
, ş	PO Box 959673					
"[6 City, state, and ZIP code					
-	St. Louis, MO 63195-9673					
Ī	7 List account number(s) here (optional)					
Par	Taxpayer Identification Number (TIN)					
Enter y	rour TIN in the appropriate box. The TIN provided must match the nam		·	urity number		
	o withholding. For individuals, this is generally your social security num		a			
	nt allen, sole proprietor, or disregarded entity, see the instructions for P s, it is your employer identification number (EIN). If you do not have a n		,	- -		
TIN, la		#	Or .			
Note:	If the account is in more than one name, see the instructions for line 1.	Also see What Name an	ed Employer i	dentification number		
Numbe	er To Give the Requester for guidelines on whose number to enter.					
			4 2 -	1 2 4 9 9 1 7		
Part	U Certification					
Under	penalties of perjury, I certify that:					
	number shown on this form is my correct taxpayer identification number					
Serv	not subject to backup withholding because: (a) I am exempt from back rice (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	kup withholding, or (b) I i to report all interest or o	have not been no dividends, or (c) t	dified by the Internal Revenue he IRS has notified me that I am		
3. t 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	t from FATCA reporting i	is correct.			
Certific	ation instructions. You must cross out item 2 above if you have been not	tified by the IRS that you	are currently subje	ect to backup withholding because		
acquisit other th	re failed to report all interest and dividends on your tax return. For real esta- tion or abandonment of secured property, cancellation of debt, contribution han interest and dividends, you are not required to sign the certification, but	ns to an individual retirem	ent arrangement	(IRA), and generally, payments		
Sign Here	Signature of Shew (USA person > Shew (USA person)	Dat	ter 5/33	118		
Gen	eral Instructions	Form 1099-DIV (divid funds)	lends, including ti	hose from slocks or mulual		
Section noted.	references are to the Internal Revenue Code unless otherwise	Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)				
related	Future developments. For the latest information about developments elated to Form W-9 and its instructions, such as legislation enacted transactions by brokers) * Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)					
n	• Form 1099-3 (proceeds from real estate transactions)					
Purpose of Form • Form 1099-K (merchant card and third party network transactions)						
informa	vidual or entity (Form W-9 requester) who is required to file an stion return with the IRS must obtain your correct taxpayer	Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)				
	cation number (TIN) which may be your social security number	• Form 1099-C (cancel	•	ant of spoured property)		
	individual taxpayer identification number (ITIN), adoption er identification number (ATIN), or employer identification number	Form 1099-A (acquisition or abandonment of secured property)				
(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)		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,				

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 allen 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.
- 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.
- 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 schotarship 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:

- You do not furnish your TIN to the requester,
- You do not certify your TIN when required (see the Part II instructions on page 3 for details),

- 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
- 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)(ii). 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		

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)
 - 8-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 681
 - 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(q) 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 FIN, 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 allen. 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

- 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)
- . 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:		
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account		
Custodian account of a minor (Uniform Gift to Minors Act)	The minor*		
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' The actual owner'		
Sole proprietorship or disregarded entity owned by an individual	The owner		
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:		
Disregarded entity not owned by an individual	The owner		
8. A valid trust, estate, or pension trust	Legal entity*		
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation		
Association, club, refigious, 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)() (B))	The trust		

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.

- ³You 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.
- 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 busines 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.

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





The School Board of Broward County, Florida

Professional Services Agreement

ATTACHEMENT 8

Truth in Negotiations Certification

PROJECT NAME: Geotechnical Engineering Services

AMOUNT OF CONTRACT: On Call 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: Geotechnical Engineering Services

Are accurate, complete and current as of

May 31, 2018

FIRM: TERRACON CONULTANTS, INC.

PRESIDENT:

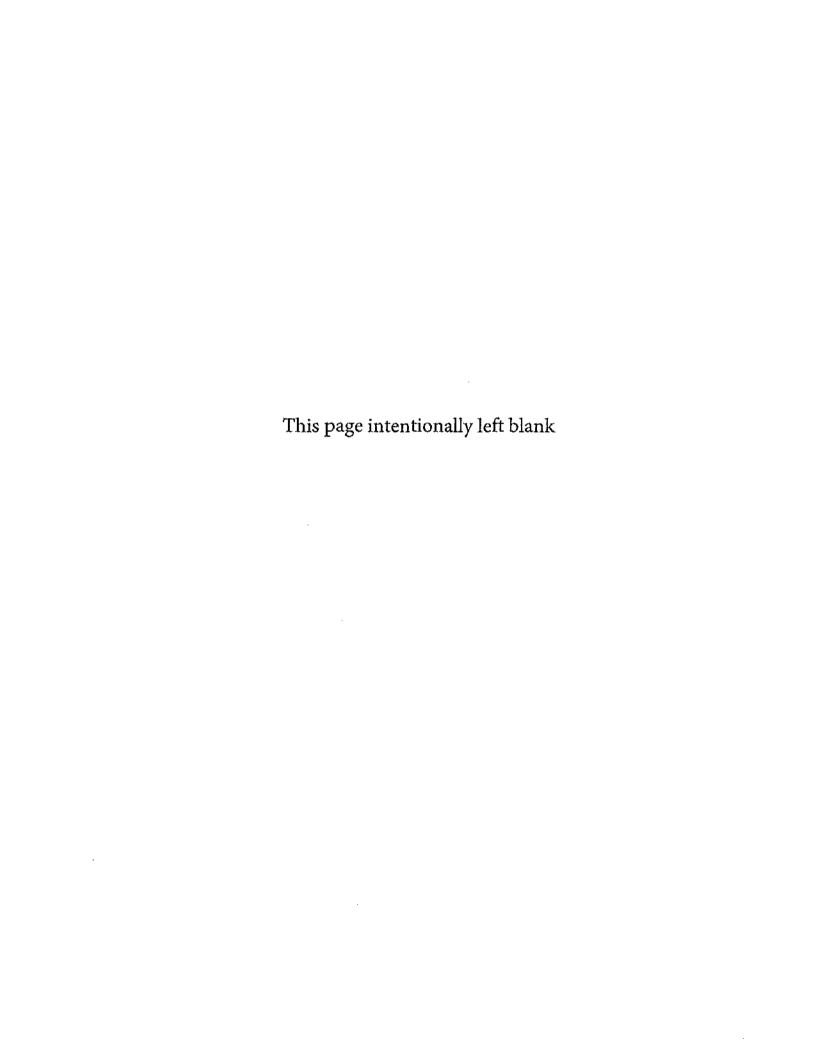
Reference: Florida Statutes 287.055

CORPORATE SEAL SOLUTION OF SEAL SEAL SOLUTION OF SEAL SEAL SOLUTION OF SEA

PLC

Terracon Consultants, Inc. 10841 S. Ridgeview Road Olathe, Kansas 66061 P (913) 577-0461 F (913) 599 0574

Environmental - Facilities - Geotechnical - Materials





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

VENDOR NAME: Terracon Consultants

Authorization Agreement

I (we) hereby authorize <u>The School Board of Broward County</u> to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize <u>The School Board of Broward County</u> 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.

provisions of U.S. law.	Account Information		
Name of Bank or Fir	nancial Institution: Bank of Americ	a ROFAUSEN	•
Name of Dank of Fil	ianiciai insuludoji. Dara OF / 4.72.172	<u> </u>	L. ,
Branch/ State:	1200 Main Kansas Cita	MO 64105	
Routing No:	081000032 (ACH Payme) 026009593 (Wire transfe	<u>nt</u> s) :rs) Checking	On the sec
Account No: Of	0161023798	Checking	Savings
VENDOR AREA: Remittance Confirmat (please select one)	·	m 🖺	Email
Federal Identification Vendor	No. 42-1249917	TAX ID#	\$ 5 #
	Update Purchase Order Fax & Er	nail Address	
Centralized Fax Numb	er <u>913–599 – 3799</u>	Dept	
Centralized Email	ACCTROCL @ Terracon	.com Dept.	
Centralized Phone No	913-599-6886	Dept.	
Authorized Signature (Primary) and Busines	Signature ss title:	Date:	
Authorized Signature (Joint) and Business t	itle:	Date:	
7720	Please attach a VOIDED check to verify bank details and r This form must be returned to: SBBC – Purchasing – Data W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516	Strategy Group	
	For Use by DATA STRATEGY G	ROUP	
Vendor Account#	Date Entered	Initials:	
Board of Broward Cou	inty	•	

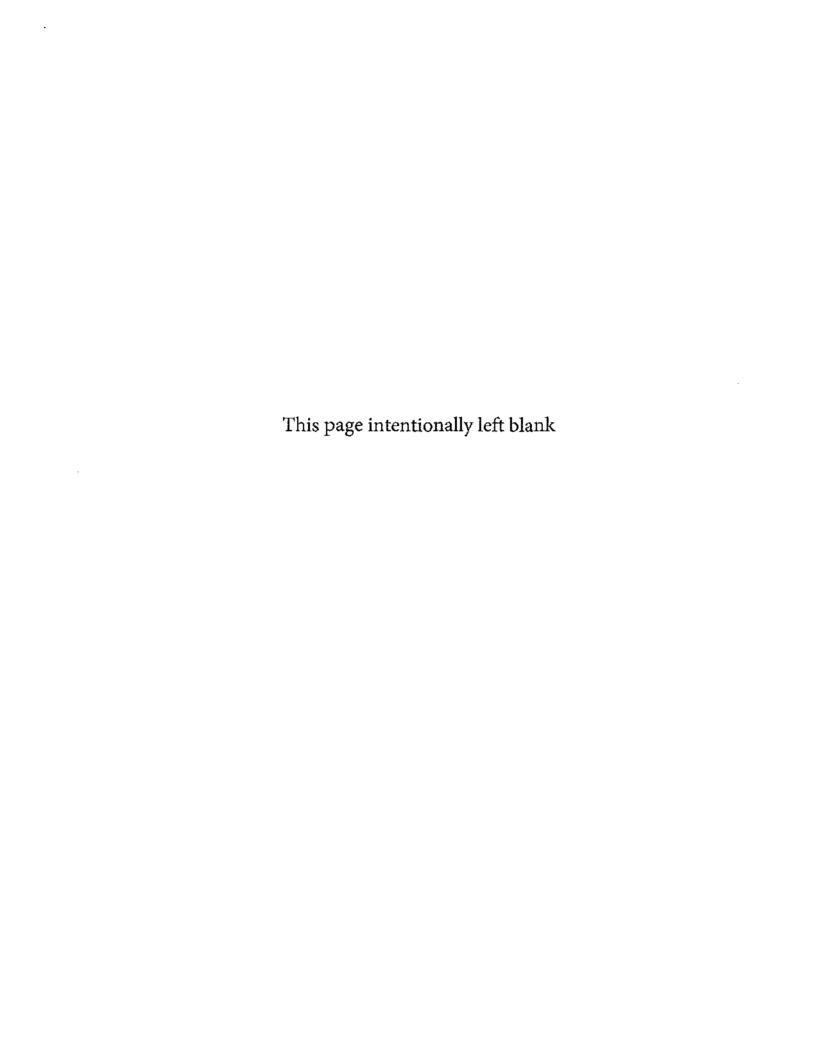


RFQ # and NAME RFQ 17-115C Geofechnical Engineering Services

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
Amount 1991 - 19		
Check one of the following and sign:		
	nown persons employed by Proposer who are a	lso an employee of SBBC.
I hereby affirm that all known persidentified above.	sons who are employed by Proposer, who are a	also an employee of SBBC, have been
Discoulate Signature	Terracon Consu	Itants, Inc. Name
Richard Minichiel Name of Official	10 5371 NW 33 rd Av Business A	
Fort La	uderdale, FL 33309 City State 7in Code	



April 25, 2018



The School Board of Broward County
Procurement and Warehousing Services
Ms. Shari Francis, Purchasing Agent III
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

Subject:

Proposal Letter

RFQ #17-115C for Professional Services

Continuing Contract for Geotechnical Engineering Services

Dear Ms. Francis:

Terracon Consultants, Inc. (Terracon) is pleased to present our fee proposal to the School Board of Broward County (SBBC) for the above referenced project.

Minority/Women Business Enterprise (M/WBE) Participation:

Terracon has included the following SBBC certified firm as sub consultants on our team.

Florida Engineering and Testing - S/W/MBE (Subcontinent-Asian) (Certification No. 7007-2741)

Terracon is committed to meet at least 25% participation goal for this contract.

Terracon looks forward to working with SBBC under this contract.

Sincerely,

Terracon Consultants, Inc.

Rutu Nulkar, P.E.

Senior Engineer

Richard A. Minichiello

Vice President, Region Manager

Attachments: Rate Breakdown

Terracon Consultants, Inc. 5371 NW 33rd Avenue, Fort Lauderdale, FL 33309 P [954]741 8282 F [954]741 8240 terracon.com

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA SUPPLIER DIVERSITY & OUTREACH PROGRAM A DIVISION OF PROCUREMENT & WAREHOUSING SERVICES This Certifies Florida Engineering & Testing, Inc. has met the requirements for certification established by the Supplier Diversity & Outreach Program of the School Board of Broward County as a (M/WBE) Subcontinent-Asian American 4/27/2017 Effective Date Certification Number 4/26/2020 Colleen M. Robbs, Supplier Diversity & Outreach Expiration Date

4



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

Attachment 11

(754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Terracon Consultants, Inc.

Date Wednesday, April 25, 2018 Submitted:

*144115	<u> Programme de la companya de la comp</u>	Babinicea			
HEM NO.	DESCRIPTION	UNIT	RATE	MULTIPLIER	TOTAL RATE
	ENGINEERING / ENVIRONMENTAL SERVICES				
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour	\$65.00	2.90	\$ 188.5
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour	5 61.84	2.90	S 179.3
3	Project Engineer/Manager/Scientist	Per Hour	\$39.64	2.90	\$ 114.9
4	Staff Engineer/Scientist	Per Hour	\$30,72	2.90	2 89.0
5a	Threshold Inspector, P.E., Senior Inspector	Per Hour	\$61.84	2.90	\$ 179.3
Sb	Threshold Agent	Per Hour	\$27.21	2.90	\$ 78.9
6	Roof Installation / Materials Inspector	Per Hour	\$26.86	2.90	5 77.8
7	A.C.J. Certified Technician (minimum Field Level 1)	Per Hour		Not Available	
8	Environmental Technician	Per Hout	\$26.86	2,90	\$ 77.8
9a	Senior Engineering Technician	Per Hour	\$25,77	2.90	\$ 74.7
9b	Engineering Technician	Per Hour	\$15.98	2.90	\$ 46.3
10	Centified Radon Specialist	Per Hour	\$50.00	2.90	\$ 145,0
	SUPPORT SERVICES				
11	CADD Operator	Per Hour	\$22.26	2.90	\$ 64.5
12	Technical Secretary	Per Hour	521,54	2.90	\$ 62.4
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour	\$25,00	2.90	\$ 72.5
14	Subcontracting Costs	Markup (%)	48804(404)	10%	
15	Supplemental Services Multiplier	Multiplier		N/A	

Note 1: Those 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.



The School Board of Broward County, Florida Office of Pacificies Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Florida 33311

Attachment 11 (764) 321-1500

Company Terracon Consultants, Inc.

Subconsultant
Florida Engineering & Testing, Inc.

Company Terracon Consultants, Inc.

Subconsultant
Florida Engineering & Testing, Inc.

Role: Support

ITEM NO.	DESCRIPTION	UNIT	RATE	MULTIPLIER	TOTAL RATE
CENTER THE ASSOCIATION	ENGINEERING / ENVIRONMENTAL SERVICES		785866666666	SERVICE SERVICES	383434344 <u>0</u>
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour	\$37.96	1.94	\$ 73.64
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour	\$37.96	1.94	\$ 73.64
3	Project Engineer/Manager/Scientist	Per Hour	\$37.96	1.94	\$ 73,64
4	Staff Engineer/Scientist	Per Hour	\$37.96	1.94	\$ 73.64
9a	Senior Engineering Technician	Per Hour	\$19,90	1,94	\$ 38,61
9b	Engineering Technician	Per Hour	\$16.76	1,94	\$ 32.51
	SUPPORT SERVICES	200-81-000-1000	Valoria de la comencia del la comencia de la comencia de la comencia de la comencia de la comencia de la comencia de la comencia del l		
12	Technical Secretary	Per Hour	\$18.33	1,94	\$ 35.56



The School Board of Broward County, Fiorida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdale, Fiorida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Terracon Consultants, Inc.

Date Submitted: Wednesday, April 25, 2018

ITEM NO.	DESCRIPTION	UNIT	PERPORMED IN LAS (L), FIELD (F), or SOTH (S)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
2000/1000	GEOTECHNICAL EXPLORATION SERVICES	garan Mangapatanja		XXXXXXXXXXX	esesta sejan vessina	
16	Mubilization/Demobilization - Drill Rig & Crew	\$5500000000000000000000000000000000000				
162	Mobilization/Demobilization - Drill Rig & Crew (Fruck Rig)	Lump Sum	F	\$400.00	Y	
16b	Mobilization/Demobilization - Drill Rig & Crew (Track Rig)	Lump Sum	F	\$600.00	Y	
16c	Mobilization/Demobilization - Drill Rig & Crew (Mud Bug Rig)	Lump Sum	Į‡	\$600.00	Y	
រស់វ	Mobilization/Demobilization - Drill Rig & Crew (Mini Rig)	Lump Sum	F	\$500.00	Y	
16c	Mobilization/Demobilization - Drill Rig & Crew (Tri-pod)	Lump Sum	F	\$300.00	ΥΥ	
17	Standard Penetration Test Borings (ATSM D-1586), Truck Rig, Track Rig, or Mud Bug Rig			744 (<u>749,754)</u>		
17a	0 - 50 Foot Depth Interval	Per L.F.	J7	\$14.00	Y	
17b	S1 - 100 Foot Depth Interval	Per LF.	Į.	\$16.00	Υ	
17e	101 - 150 Foot Depth Interval	Per L.P.	F	\$18.00	ΥΥ	
18	Auger Borings (Drill Rig ASTM 4700)					
ifia	0 - S0 Foot Depth Interval	Per 3.F.	ŀ	\$12,00	Y	
186	51 - 100 Foot Depth Interval	Per L.F.	F	\$14,00	Υ	
18c	101 - 150 Foot Depth Interval	Per S.F.	₽	\$16.00	Y	
19	Cone Penetration Testing	9835898685 <u>8</u> 9		Medical Control		
19a	0 - 50 Frot Continuous Data Sampling	Per L.F.	F	\$18.00	Υ	
19b	51 - 100 Foot Continuous Data Sampling	Per L.F.	P	\$20,00	Υ	
19e	101 + 150 Foot Continuous Data Sampling	Per L.F.	F	\$25.00	Y	
20	Undisturbed Samples (Shelby Tubes)	\$1000 BB \$10		a symmetrick		Presidentes
20a	U - 50 Foot Depth laterval	Per Sample	F	\$95.00	ΥΥ	
20b	51 - 100 Foot Depth Interval	Per Sample	F	\$110.00	Y	
21	Temporary Casing (3 or 4-inch Casing - indicate which size(s) is being offered)	\$35000000000000000000000000000000000000	<u> </u>			
210	0 - 50 Feet	Per L.F.	F F	\$5.00	Y	
215	51 - 100 Feet	Per LF.	F	\$6.00	Y	
21c	101 - 150 Feet	Per L.F.	F	\$7.00	Y	



The School Board of Braward County, Florida Office of Facilities Construction 2301 NW 26th St., Bullding B Fort Lauderdale, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBEC Negotiated Unit Prices

Company Terracon Consultants, Inc.

Date Submitted: Wednesday, April 25, 2018

ITEM NO.	DESCRIPTION	UNIT	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-BOUSE SERVICE (VA)	LIST SUB/SUBS PROVIDING SERVICE
TOTAL SALES	GEOTECHNICAL EXPLORATION SERVICES - CONTINUED	**************************************	\$75000000000000000000000000000000000000		grwys Oryanic (1907)	
22	Temporary Casing (6-lach Casing)	100000000000000000000000000000000000000	Server programme to the con-			
22a	0 - 50 Feet	Per L.P.	F	\$8.00	Y	
22b	51 - 100 Feet	Per t.F.	P	\$9,00	Y	
22c	101 - 150 Feet	Per L.F.	F	\$10,00	Υ	
23	Muck Probing	500000000000000000000000000000000000000				H2)34 H46 H55
232	2-Man Crew	Per Hour	F	\$150.00	Y	
23b	3-Man Crew	Per Hour	f	\$225.00	Y	••••
24	Permandility Tests - Field (Enfiltration up to 15 Ft)	Per Test	F	\$450,00	Y	
25	Field Instrumentation Equipment	Upon Request	F	Cost + (%Markup)		
26	Drill Service from Floating Platform	Upon Request	F	Cost + (%Markup)		
27	Rock Coring (Trunk Mounted)	0.555,000,000,000	awatayayayayiilida			
27a	0 - 50 Foot Depth Interval	Per 1.F.	F	\$40,00	Y	
270	51 - 100 Foot Depth Interval	Per £.P.	F	\$50.00	Y	
27c	101 - 150 Foot Depth Interval	Per L.F.	F	\$80.00	Y	
28	Filtable Parasity	Relegionary, region				
284	3" Casing	Per L.F.	F	\$27,00	¥	
28b	4" Casing	Per L.F.	F	\$30.00	Y	
29	Grout Boreholes (0 - 50 Fest)	Per L.P.	F	\$5.00	Υ	
30	Site Clearing Supervision	Per Hour	F	\$85.00	Υ 1	
31	Well Development/Monitoring	SOME SOME SECTION OF THE SECTION OF				
3ia	Well Development up to 20'	Per Hour	F	\$100.00	Y	
315	Well Development up to 40"	Per Hour	1	\$150.00	Y	
31c	Monitoring Well 2" Diameter (up to 15')	Each	F	\$700.00	Y	
31d	Concrete Pad Lock Above Ground	Each	P	\$150.00	_ Y	
31e	Concrete Pad Flush to Ground with Lock	Each	F	\$150.00	Y	
32	Decontamination of Equipment	Per Hour	P	\$200.00	Υ	
33	Extra Split Spoons (Trunk Mounted)	Separate specification				
334	0 - 50 Feet	Per Sample	F	\$25,00	Y	
33ь	51 - 100 Pcet	Pet Sample	F	\$35.00	Y	
3.4	Ground Penetrating Rador (GPR) (No mobilization)	Per Day	F	\$900.00	N	Georgian

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pylcing February 5, 2018

Page 4 of 9 Pages



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

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Name:	Terracon Consultants, Inc.	Date Submitte	d: Wednesday, Ap	ril 25, 2018	<u> </u>	
ITEM NO.	DESCRIPTION	UNIT,	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	RATE	in-house service (V/N)	LIST SUB/SUB PROVIDING SERVICE
33.444.34 <u>44.44</u>	GEOTECHNICAL EXPLORATION SERVICES - CONTINUED					
35	Pile Testing & Monitoring	\$1557,5750+605000				
35a	EDC Equipment	Each	F	\$700,00	ΥΥ	
35b	EDC Equipment Mobilization	Day	F	\$350.00	N	Redice lossessions
35c	PDA Equipment	Each	P	\$600.00	Y	
35d	PDA Equipment Mobilization/Demobilization	Day	P	\$350.00	ΥΥ	
35e	Manitoring PDA	Per Hour	F	\$116.00	Y	
351	Pile Installation Observation	Per Hour	F	\$85.00	ТУ	
35g	CAPWAP Analysis	Day	F	\$300,00	Y	
3Sh	GRI, WEAP Analysis	Each	F	\$500.00	Y	
36	TIP Equipment Mobilization	Each	ħ	\$300.00	Y	
	Additional Tests	785890 ASSESSED			\$4945.00 Access to 1	
37a	Siesmograph & Sound Layel Meter	Per Day	I,	\$3.50.00	Y	
37ь	Vibration & Noise Monitoring (Equipment only)	Per Day	P	\$325.00	Y	
37c	Static Load Test	Per Test	P	\$76,00	Y	
Marketty.	ENVIRONMENTAL SERVICES				Tripe (Alexandria)	granie, nervige
39	OVA Repta)	Per Day	В	\$120.00	N	
40	Groundwater Sample Analysis by EPA	Each	33	Cost + (%Markup)	N	
41	Soil Sample Analyzed for EPA Methods	l'ach	В	Cost + (%Markup)	N	
42	Encure Samples, Low Level Soft Sample	Each	В	fociated to cost of soil sample	Y	
424	VOCs by EPA Method 8260	Each	B	\$90.00	N	Pece Analysical
42b	SVOCs by EPA Method	Each		\$335.00	N	Pace Ambaignal
42c	PAHs SIM by EPA Method 8270	Each	В	\$90.00	N	Pace Analytical
423	RCRA 8 Metals by EPA Method 6010	Each	B	\$79.00	Ŋ	Pace Analytical
42e	Metals By EPA Method 6010	Each	В	\$18.00	N	Pare Analytical
42f	TRPH by FL-PRO	Each	В	\$76.50	N	Page Analytical

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Linix Peking February 5, 2018

Page 5 of 9 Pages



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

Atlachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Terracon Consultants, Inc.

Date Submitted: Wednesday, April 25, 2018

					111 11	
ITEM NO.	DESCRIPTION	UNET	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUB PROVIDING SERVICE
2000-000	LABORATORY TESTING			gagaga kawataa iya j		WSSKIERWIGKV
43	Atterberg Limits				9946 sajas 1996, sa	errette file
43a	Liquid Limit and Plastic Limit	Per Sample	L L	\$90,00	Y	
44	Grain Size Distribution	Per Sample	i,	\$75.00	Y	
45	Percent Fines (Wash No. 200 Sieve)	Per Sample	ı, i,	\$35.00	Y	
46	Hydrometer Analysis with Grain Size Distribution	Per Sample	L	\$140.00	Y	
47	Organic Content Determination	Per Sample	i.	\$45,00	Y	
48	Moisture Content	Per Sample	. L	\$15.00	Y	
49	Specific Gravity (fine aggregate/soil)	Per Sample	L	\$65.00	Y	
50	Specific Gravity (coarse aggregate)	Per Sample	L	\$65,00	Y	
51	Consolidation	Per Sample	L	\$650.00	Y	
51a	With Hysteresis Loop	Per Loop	L	\$350,00	γ	
52	Permeability Tests - Laboratory	14441040444		an natara		Notae de la constitución
52a	Granular Soil (Constant Head)	Per Sample	L	\$250,00	Y	
526	Cohesive Soil (triaxial, back pressure saturated)	Per Sample	L	\$350.00	Y	
53	Unconfined Compression Tests	Per Sample	l.	\$90,00	Y	
54	pfl	Per Sample	L L	\$30.00	Y	
55	Resistivity	Per Sample	L	\$40.00	Y	
56	Chloride	Per Sample	1,	\$40.00	Y	
57	Sulfate or Sutfide	Per Samule	l.	\$40,00	Y	
58	Corrosion Resistance (p.H., R., C.L. Su)	Per Sample	L	\$150,00	Y	
59	Turbidity (sample FOR laboratory)	Per Sample	l,	\$50.00	N	Prot Analytical
60	Rock Core Testing	VV06 B 7 G G G G G G G G G G G G G G G G G G				0.0000000000000000000000000000000000000
60a	Unit Welght	Per Sample	I,	\$40.00	Y	
60h	Unconfined Coupression Tests	Per Sample	L	\$120.00	Y I	
60e	Splitting Tensile Tests (Minimum of 3)	Per Sample	L	\$100.00	Y	
600	Rock Core Boxes	Per Sample	L	\$40.00	N	Toney Dubling



The School Board of Broward Caunty, Florida Office of Facilities Construction 2301 NW 26th St., Building & Fort Lauderdale, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company . Name:	Terracon Consultants, Inc.	Date Submitted	l: Wednesday, Api	ril 25, 2018		
ITEM NO.	Description	UNIT	Performed in Lab (L), field (F), or both (b)	RATE	en-House Service (Y/N)	LIST SUB/SUB PROVIDING SERVICE
	SOILS TESTING		Ayoranaayaan qay		4,470,000,000,000,000	\$45 000 0 1 50 H 0 50 H 10
61	Field Density Tests (Minimum 5 tests) (ASTM D1556-90 - Method D)	Per Test	F	\$35.00	Y	
62	Limetock Bearing Ratio (LIIR)	Per Sample	L	\$325.00	Y	
63	Standard or Modified Proctor (ASTM D698 or D1557-91)	Per Sample	1,	\$135,00	Y	
64	Double Ring Inflittometer Test	Per Test	F	\$450.00	Y	
65	Soil-Cement, Field Inspection and Testing	Per Hour	F .	\$65.00	Υ	
66	Soil-Cement, Laboratory Design Mixes (FOB Laboratory, FDOT Method)	Per Mix	1,	\$750.00	Y	
67	Soil-Cement, Laboratory Design Mixes (POB Laboratory, PCA Short Cut Method)	Per Mix	1.	\$750.00	Υ	
68	Soil-Cement Compressive Strength (3 Pills)	Per Set	L.	\$90,00	Y	
684	Each Additional Pill	Each	i.	\$30.00	Ÿ	
69	Soil-Cement Field Proctor	Each	F	\$150.00	Y	
70	Relative Density Test (Minimum - Maximum)	Per Test	F	\$250.00	Y	
71	California Bearing Ratio	Per Sample	I,	\$350.00	Y	,
72	Soil Plate Load tests (ASTM)	Per Test	- F	\$550.00	· · · · · · · · · · · · · · · · · · ·	
0.40003774030	CONCRETE TESTING SERVICES	0.0000000000000000000000000000000000000			9-57-57-52-52-52-52-52-52-52-52-52-52-52-52-52-	Marian en Mar
73	Mold, Transport, Cure, and Testing	751 750 TWH NO. 2	rodich and de leitagh		pilitari ngawa	Contraga period
73a	Concrete Tests (Standard 4'x 8' Cylinder, (Concrete Temperature Test and Shurop Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3)	Per Set	F.	\$140.00	Y	
7315	Concrete Tests (Standard 6's 12' Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 *Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3)	Per Set	F	\$150.00	Y	
73c	Walting Beyond 1 Hour of Arrival at Site	Per Hour	F	\$65.00	Y	
734	Extra Slump Test (ASTM C143)	Per Test	Ę.	\$35,00	Y	
73c	Air Content Volumetric Method (ASTM C231)	Per Test	15	\$40,00	γ	
731	Unit Weight and Relative Yield of Fresh Concrete	Per Test	F	\$40,00	Y	
74	Concrete Cylinders - Compression Tests	\$200 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	g posycopanyejski		essiperes succ	
74a	Compression Tests of 6" x 12" Cylinders	Per Cylinder	L	\$18,00	Y	
746	Compression Tests of 4" x 8" Cylinders	Per Cylinder	L.	\$15.00	Y	
74c	Lightweight Concrete Wet Density Test (ASTM C495)	Per Cylinder	1	\$54.00	Y	
744	Lightweight Concrete Thermal Transmission Test (ASTM C177)	Per Test	1,	Cost + (%Markup)	N	
75	Flexural Beams	Per Beam	i,	\$30.00	Y	
76	Concrete Coring	A280000 8300 000	egymändelej mindelej i		<u> </u>	79450 pyrmy)
	Mobilization for Coring	Per Trip	T F	\$150.00	Y	
76a 76b	Obtaining and Testing Concrete Cores	Each	Į.	\$110.00	Y	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February S, 2018

Page 7 of 9 Pages



The School Board of Broward County, Fiorida Office of Pacilities Construction 2301 NW 26th St., Building 8 Fort Landerdale, Plorida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company Terracon Consultants, Inc. Date Submitted: Wednesday, April 25, 2018

ETEM NO.	DESCRIPTION	UNIT	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
215,257,257,772,555	CONCRETE TESTING SERVICES - CONTINUED	2010/2000/2000	warerekasulnavas	verskerssweeten:	KHARKWIRKK	880 PHILIP
77	Concrete Ready Mix Plant or Job Inspection	Per Hour	ř	\$85.00	Y	
77a	Sieve Analysis, Fine Aggregate	Per Sample	L	\$65.00	Υ	
776	Sieve Analysis, Coarse Aggregate	Per Sample	l L	\$65.00	Y	
77c	Absorption	Per Sample	L	\$45.00	Υ	
77d	Specific Gravity	Per Sampte	1,	\$70,00	Y	
77e	Unit Weight	Per Sample	L	\$75.00	Υ	
77 t	Material Finer than No. 200 Sieve	Per Sample	1,	\$35,00	Y	
77g	Organic (Colometric ASTM C40)	Per Sample	L	\$45.00	Y	
77h	Los Angeles Abrasion	Per Sample	L	\$225.00	Y	
771	Soundness (5 cycle)	Per Sample	l.	\$250.00	Y	
78	Floor Platness/Levelness	water Alland Association	asang Balasan a 1900	มหาร : : การกระดิจการจัดหรัฐ ร		7340117774774
78a	Equipment Charge	Each	l F	\$250,00	Y	
78b	Up to 20,000 Square Feet	Each	F	\$500.00	Y	
78e	From 20,000 Square Feet to 40,000 Square Feet	Each	F	\$650.00	Υ	
78d	Greater than 40,000 Square Foct	Each	F	\$750,00	Υ	
79	In-Situ Testing (Swiss Hammer, Windsor Probe, Etc.)	Per Hour	F	\$85,00	Υ]	
79a	Windsor Probe Shots	Per Shot	¥.	\$60.00	Υ	
80	Moisture Emissions	NACHWARANA			A. A. Marine Brasse	are etaeta eta Mara eta
SUa	Moisture Emissions per Kit	Per Kit	Į.	\$60.00	Υ	
805	Moisture Emissions per Hour	Per Hour	ŧ	\$70,00	Y	
: 11 15 Ve Talke :	MASONRY TESTING SERVICES	\$46*\$69759759	Skesten en here		DAGDA Syriyaya	e por vita respet
81	Compressive Strength (ASTM C140) lab only	Each	L	\$55.00	Y	
82	Absorption and Moisture Content (ASTM C140)	Each	ï,	\$65.00	Y	
83	Linear Shrinkage Tests of Concrete Block (ASTM C426) (Set of 3)	Per Sei	E,	\$175,00	Y	
84	Compressive Strength of Hollow Masonry Prisms	Per Prism	l.	\$60.00	Y	
R5	Compressive Strength of Grouted Masonry Prism (ASTM C109)	Per Prism	L	\$70.00	Y	
86	Mortar Cubes	Per Cube	t.	\$30.00	¥	
87	Mortar Mix Design (ASTM C270)	Each	i.	\$750.00	Υ	
68	Prisms Tests (ASTM C1314)	Per Prism	l.	\$30,00	Y	
3.000 (150)	ASPHALTIC CONCRETE TESTING SERVICES			Yenis Tatagoja (da)		
89	Asphaltic Concrete Plant Inspection	Per Hour	Īs.	\$85.00	¥	
90	Extraction and Gradation	Per Sample	L	\$160.00	Y	
91	Marshall Stability (FOB Laboratory)	Per Set	Ļ	\$135.00	Y	
92	Coring Pavement to Obtain Density and Thickness Samples	Per Sample	F	\$85.00	Y	
93	Laboratory Testing of Asphaltic Cores for Density	Per Core	L	\$35.00	Y	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBEC Negotiated Unit Prices erracon Consultants, Inc. Date Submitted: Wednesday, April 25, 2018

Company Name: Terracon Consultants, Inc.

ITEM NO.	DESCRIPTION	UNIT	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-ROUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
	STRUCTURAL STEEL / METALS / INSPECTION SERVICES		LEGENORY DESCRIPTION		14.34(4.443.4 <u>6(4.444</u>	
94	Inspection of Structural Steel and Fireproofing (Weld, Bolts, Decking)	Per Hour	F	\$85.00	Y	
95	Senior Certified Welding Inspector (SCWI)	Per Hour	F	\$90.00	Y	
96	Certified Welding Inspector (CWI)	Per Hour	9	\$95.00	Y	
97	Non-Destructive Testing Equipment Usage Charge	\$2500 BEEK \$2000 BEEK		897875 PER 178 ES 10	Section of the sectio	357 STEED TO SEE
97a	Ultrasonie	Per Day	F	\$800.00	N I	
97b	Magnetic Particle	Pet Day	F	00,0082	N	
97¢	Dye Penetrant	Per Day	F	5500.00	N	
98	Reinforcing Steel Inspector	Per Hour	F	\$85,00	Y	
98a	Equipment Usage (i.e. Pachometer)	Per Hour	Į.	\$30.00	Ÿ	
SAME SAME	ROOF TESTING SERVICES	12-25-002-002-002-	police and entropies, police			
99	Inspection and Analysis of Built-Up Roofing	\$2,000 to exercise			iverior de la company de la co	
99u	Monitoring Construction	Per Hour	F	\$75.00	Y	
99b	Analysis of New Built-Up Roofing Components (ASTM D3617) Cutting and Patching by Contractor	Per Sample	F	\$200.00	Y	
9%	Analysis of Existing Built-Up Roofing Components (ASTM D2829) - Includes Temp. Patching and Moisture Percentage	Per Sample	F	\$225.00	Υ,	
99d	Infrared Thermography of CMU Filled Cells & Moisture Intrusion - Inspection	Per Hour	F	\$90.00	Y	
99c	Infrared Thermography of CMU Filled Cells & Moisture Intrusion - Equipment Change	Each	F	\$300.00	Y	
991	Pull Test (Roof Structure)	Per Test	14	\$60.00	Ÿ	
99g	Softening Point Test (ASTM D36)	Per Test	F	Cost + (%Markup)	N	
	ASPIIALT TESTING SERVICES		190000000000000000000000000000000000000	200100000000000000000000000000000000000	VANCES (VINANCES CO	322
100	Compaction Testing	Power conservations and	reason and some		33333333333333333434 3	1011101110111
100a	Nuclear Gauge Method (Minimum 4 tests per visit)	Each	F	\$35.00	Y	- 17-18-11-11-1-11-11-11-11-11-11-11-11-11-1
100b	Calibrated Drive Steeve Method	Each	I)	\$60,00	Y	
101	Field Monitoring - Engineering Technician	Per Hour	g ·	\$50,00	Ÿ	
102	Field Standby Time per Technician	Per Hour	F	\$50.00	Ÿ	
103	Not Used	Total Control			Websites.	H. 184 (194 194 194 194 194 194 194 194 194 194
104	Asphalt Plant Control	Per Hour	i i	\$85.00	V	ranti ara a ranta
105	Asphalt Coring	200000000000000000000000000000000000000	CARSON ACTORISTS	Section And to the section.	NOTO CONTRACTOR	State to the SEASONS A
105a	Asphalt Coring (Depth, Density) - 4"	Each	F 1	\$120.00	Y	
105b	Patch Core Hole (asphalt) - 4"	Each	F	\$25.00	 	
105c	Patch Core Hole (asphalt) - 6"	Each	P	\$30.00	Ÿ	
106	Asphali Softening Point Test (ASTM 36)	Per Test	i'	Cost + (%Markup)	Ň	
107	Depth Determinations (Base, Sub-base)	Ench	P	\$25.00	Y	
108	Maintenance of Traffic (MOT) (Equipment)	Per Hour	17	Cost + (% Markup)	Ÿ	

Note 1: These rates will be set for the first three (3) years. Rate adjustmen (Pre-Construction) with copy to the Purchasing Agent (Construction). Note 2: Reimbursable expenses should be direct costs with no mark-up.

The School Sourch of Broward County, Florida Geotochnical Engineering Scope of Services and Unit Pricing February 5, 2018

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AGREEMENT FOR OPEN END SERVICES

BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND

CONSULTANT

FOR

GEOTECHNICAL ENGINEERING SERVICES

7th August

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:

Professional Service Industries, Inc.

Hereinaster, "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 School Board of Broward County, Florida Open Ended Geotechnical Engineering Services Agreement Version 4/23/2018 Page 1 of 26

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:

The School Board of Broward County, Florida Open Ended Geotechnical Engineering Services Agreement Version 4/23/2018

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 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.
- 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 Geotechnical 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 Geotechnical 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.

<u>ARTICLE 2 - CONSULTANT SERVICES AND RESPONSIBILITIES</u>

- 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.
- 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.
- 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.
- 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.
- 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.

Should services be required which are not included in the attached Attachment "1" (SBBC Standard Unit Prices for (if applicable)), such services and payment therefore shall be negotiated between the parties in advance and in writing.

Unit prices and hourly rates shall be administered in accordance with Attachment "1" as attached hereto. Actual hours shall be rounded off to the nearest fifteen (15) minute intervals.

Charges shown on Attachment "1" are for time of engineering technicians portal to portal, spent in sampling, conducting field or laboratory tests or inspections, and tests not otherwise charged on unit price basis. Overtime, at the Owner's request, is for work before 7:00 AM and after 5:00 PM, over eight (8) hours per regular day, forty (40) hours per week, Saturday, Sunday and Holidays.

In the event the testing technician, through no fault of the technician or of the Consultant, is unable to conduct a test within thirty (30) minutes after the time scheduled for the test or within thirty (30) minutes of the technician's arrival on-site ready to conduct the test, whichever is later, the appropriate hourly technician rate from Attachment "1" shall apply to any excess time spent by the technician beyond the normally expectable amount of time for conducting such a test plus thirty (30) minutes. These charges shall be verified and documented between the Consultant and the Owner at the time of occurrence. This charge shall apply to concrete, soils, and any other test which is based on the unit prices described in Attachment "1".

- 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.
- 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 Statues, 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 Statues, 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 Statues, 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 Statues, 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 3 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, Incligibility 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 ß 85.200, Debarment or Suspension, ß 85.201, Treatment of Title IV HEA participation, and ß85.215, 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 ADAAA

- 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
 The School Board of Broward County, Florida Page 20 of 26

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

- 9.13 Captions The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 9.14 Authority Provision: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all.
- 9.15 Notice Provision When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice.

To SBBC:

Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast Third Avenue Fort Lauderdale, Florida 33301

With a Copy to:

Office of the Chief Facilities Officer

600 SE 3 Avenue

Fort Lauderdale, FL 33312 Attn: Leo Bobadilla Chief Facilities Officer

With a Copy to:

Office of Procurement & Warehousing Services

7720 W Oakland Park Boulevard, Suite 323

Sunrise, FL 33351 Attn: Mary Coker

Director of Procurement & Warehousing Services

With a Copy to:

Office of Facilities and Construction

2301 NW 26th St

Fort Lauderdale, FL 33311 Attn: Shelley N. Meloni

Director, Pre-Construction Office of Facilities and Construction

And

CBRE Heery, Inc., Owners Representative

2301 NW 26th St

Fort Lauderdale, FL 33311 Attn: Robert Corbin

Program Director/Vice President

To Consultant:

Professional Service Industries, Inc.

7950 N.W. 64th Street Miami, FL 33166

Attn: Juan Villegas, Vice 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.
- 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

In addition to those Attachments and References identified and made part of this Agreement in Article 9.6.1, the provisions of RFQ No. 17-115C – Geotechnical 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

ATTEST THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

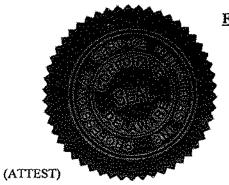
Robert W. Runcie, Superintendent of Schools

Nora Rupert, Chair

Approved as to Form and Legal Content:

Office of the General Counsel

FOR PROJECT CONSULTANT



Doug PE - President Professional Service Industries, Inc.

Legal Name of Corporation

Witness, (

FL PE#3684

Project Consultant's Registration Number

ACKNOWLEDGEMENT

COUNTY OF BROWARD				
BEFORE ME this 4 day of June	, 2018	, appeared D	oug Dayton	<u>, and,</u>
Kari Bates, and Ernesto Ramos	_ personally known	to me to be the	e persons desc	ribed in
and who executed the foregoing contract and ackn	nowledge that he exec	cuted the same a	is his free act a	ınd deed
for the purposes therein expressed.				
WITNESS my hand and official seal in the Co	ounty and State last	official this	4*	day of
Notary Public State of Florida Pox B	J		is .	
My Commission Expires: 8 16 21				
GG 13	<u> </u>		······	
Notary's Comn	nission No.			

STATE OF FLORIDA



The School Board of Broward County, Florida Office of Facilities Construction 2301 RW 26th St., Building 8 Fort Landerdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Name;	(Enter Company Name Here)	Date Submitted	: (Date of Submission	Here)	
ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER	TOTAL RATE
	ENGINEERING / ENVIRONMENTAL SERVICES				
1	Principal Engineer, P.E./Principal Geologist, P.G.	Pet Hour	1		\$
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour		<u> </u>	\$ -
3	Project Engineer/Manager/Scientist	Per Hour		}	\$ -
4	Staff Engineer/Scientist	Per Hour		T	\$ -
5a	Thrushold Inspector, P.E., Senior Inspector	Per Hour			\$ -
5b	Threshold Agent	Per Hour			5 -
6	Roof Installation / Materials Inspector	Per Hour			\$ -
7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour			5 -
8	Environmental Technician	PerHour			\$
9u	Senior Engineering Technician	Per Hour			5 -
9ь	Engineering Technician	Per Flour			\$.
10	Certified Radon Specialist	Per Hour			\$ -
	SUPPORT SERVICES				
11	CADD Operator	Per Hour		T	\$ -
12	Technical Secretary	Per Hour			\$ -
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour			\$.
14	Subcontracting Costs	Markup (%)		0%	
15	Supplemental Services Multiplier	Multiplier		N/A	

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. atlowances) should be direct costs with no mark-up.



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdele, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Name:	(Enter Company Name Here)	Date Submitted:	(Date of Submission Here)
	[Enter Subconsultant Company Name Here]	Subconsultant Role:	(Enter Subconsultant Role Here)
ITEM NO.	DESCRIPTION	UNIT	RAW RATE MULTIPLIER TOTAL RATE
EBSESVENESS.	ENGINEERING / ENVIRONMENTAL SERVICES	/557/557/W/SEX(90/55/	
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hout	S
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour	<u> </u>
3	Project Engineer/Managet/Scientist	Per Hour	
4	Staff Engineer/Scientist	Per Hour	S -
5a	Threshold Inspector, P.P., Senior Inspector	Per [louf	S -
5b	Threshold Agent	Per Hout	5 -
7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour	\$ -
S	Environmental Technician	Per Hour	
9a	Senior Engineering Technicion	Per Hour	5 -
96	Engineering Technician	Per Hour	\$ -
19:00 A A A A A A A A A A A A A A A A A A	SUPPORT SERVICES		
11	CADD Operator	Per Hour	3 -
12	Technical Sectory	Per Hour	\$ -
13	Maintenance of Truffic (MOT) (Personnel)	Per Hour]



The School Board of Broward County, Fibrida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdaio, Fibrida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Name: (Enter Company Name Here)

lubeensuitant Name:	(Enter Subconsultant Company Name Here)	Subconsultant Role:	(Enter Subconsultant	Role Here)	
ITEM NO.	DESCRIPTION	UNIT	RAW RATE 3	WLTIPLIER	TOTAL RATE
	ENGINEERING / ENVIRONMENTAL SERVICES	. Krange (V) (600 (000 (000 <u>0</u> 0		Vergerije (Vergerije	46 W. S. V.
ł	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour			\$
2	Scalor Engineer, P. E. Scalor Ocologist, Principal Geologist	Per Hour			\$
3	Project Engineer/Managor/Scientist	Per Hour			2
4	Staff Engineer/Scientist	Per Hour			\$
5a	Threshold inspector, P.E., Seafor inspector	Per Hour			\$
5b	Thresbold Agent	Per Hour			\$
7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour			2
8	Environmental Technician	Per Hour	I		\$
9a	Senior Engineering Technician	Per Haur			S
9 ь	Engineering Technician	Per Hour			5
	SUPPORT SERVICES				A 10 (A 10)
11	CADD Operator	Per Hour			S
12	Technical Secretary	Per Hour			\$
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour			\$



The School Board of Broward County, Florida Office of Pacifities Construction 2301 NW 26th St., Building S Fort Landordale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company (Enter Company Name Here)

Date Submitted: (Date of Submission Here)

bconsultant Yama:	{Enter Subconsultant Company Name Here}	Subconsultant Role:	(Enter Subconsulta	nt Role Here)
ITEM NO.	DESCRIPTION	UNIT	RAW RATE	MULTIPLIER TOTAL
destation (1995)	ENGINEERING / ENVIRONMENTAL SERVICES	Maniera e Africa de Sente		
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour	<u> </u>	1 5
. 2	Senior Engineer, P.E./Senior Geologist, Principal Coologist	Per Hour	<u> </u>	S
3	Project Engineer/Manager/Scientist	Per Hour		
4	Staff Engineer/Scientist	Per Hour	Ţ	\$
5a	Threshold Inspector, P.E., Senior Inspector	Per Hour	Ī	3
.5h	Threshold Agent	Per Hour		\$
7	A.C.I. Certified Technician (minimum Field Level 1)	Per Hour		S
8	Environmental Technician	Per Hour	T	l s
9a	Senior Engineering Technician	Per Hour		5
9ь	Engineering Technicias	Per Hour		S
	SUPPORT SERVICES			
11	CADD Operator	Per Hour		
12	Technical Sperietry	Per Hour		\$
13	Maintenance of Traffic (MOT) (Personnel)	Per flour	1	5



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

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Name:	(Enter Company Name Here)	Date Submitted	: [Date of Submissi	on Here)		
ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), FIELD (F), or BOTH (H)	RATE	IN-HOUSE SERVICE (Y/N)	LEST SUB/SUBS PROVIDING SERVICE
898888988	GEOTECHNICAL EXPLORATION SERVICES	(Bistonanayyer)		wyn payddainia		
16	Mubilization/Demobilization - Drill Rig & Crew					
16a	Mobilization/Demobilization - Drill Hig & Crew (Truck Rig)	Lump Sum				
16b	Mobilization/Demobilization - Dall Rig & Crew (Truck Rig)	Lump Sem		1		
16¢	Mobilization/Demobilization - Drill Rig & Crew (Mad Bug Rig)	Lump Sum	· · · · · · · · · · · · · · · · · · ·	i		
16d	Mobilization/Demobilization - Drill Rig & Crew (Mini Rig)	Lump Sum				
16e	Mobilization/Demobilization - Drill Rig & Crew (Tri-pod)	Lump Sum				
17	Standard Penetration Test Burings (ATSM D-1586), Truck Rig, Track Rig, or Mad Bug Rig	757 (1970)				
17a	0 - 50 Foot Depth Interval	Per L.F.	\			1
176	51 - 100 Faor Depth Interval	Per L.P.				
17c	101 - 150 Pool Depth Interval	Per L.F.				
16	Auger Borings (Drill Rig - ASTM 4700)					
18a	0 - 50 Foot Depth Interval	Per L.F.				
18b	51 - 100 Foot Depth Interval	Per L.F.				
18c	101 - 150 Foot Depth Interval	Per L.F.				
19	Cone Penetration Testing					
19a	6 - 50 Foot Continuous Data Sampling	Per L.F.				
195	51 - 100 Foot Continuous Data Sampling	Per L.F.				
19c	101 – 150 Foot Continuous Data Sampling	Per L.F.				
20	Undisturbed Samples (Shelby Tabes)				PROGRAMMA POSTAGA	(11/2)/(2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2
202	0 - 50 Foot Depth Interval	Per Sample		1		
20b	51 + 100 Fnot Depth Interval	Per Sample				
21	Temporary Casing (3 or 4-inch Casing - Indicate which size(s) is being offered)					\$ 775 H YOU BEEN
21a	0 - 50 Feet	Per L.F,				
216	51 - 100 Feet	Per L.F.				
21c	10) - ISO Feel	Per L.F.				
22	Temporary Casing (6-inch Casing)					
22a	0 - 50 Feet	Per I.F.				
22b	51 - 100 Feet	Per LF,				
22c	101 - 150 Feet	Per L.F.				
23	Muck Probing	355 C. S. S. C. S. C			450000000000000000000000000000000000000	G0000000000000000000000000000000000000
23a	2-Man Crew	Per Hour				
23b	3-Mag Crew	Per Hour				
24	Permeability Tests - Field (Exfiltration up to 15 Ft)	Per Test				
25	Field Instrumentation Equipment	Upon Request	1	·	1	
26	Drill Service from Floating Platform	Upon Request				
27	Rock Coring (Trunk Mounted)		Yang kasang kasang kasa			\$9.000 BENEFE
27a	0 - 50 Foot Depth Interval	Per IF.	T			<u> </u>
		Per L.F.	I			···

27b 51 - 100 Foot Depth Interval
The School Board of Broward County, Florida
Geotechnical Engineering Scope of Services and Unit Pricing
february S, 2018

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The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Lauderdain, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company (Enter Company Name Herr) Date Submitted: (Fate of Submission Herr)

Name:	Inter Company Name Here)	<u> </u>		Pate Submitte	d: Date of Submission	n Here)		
etem no.		DESCRIPTION		UNIT	PERFOMRED IN LAB (L), FIELD (P), 45 BOTH (B)	KATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
27c	101 - 150 Foot Depth Interval		 	Per I.F.				

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building B Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBEC Negotiated Unit Prices Company (Enter Company Name Here)

Name:
Date Submitted: (Date of Submission Here)

ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN Lab (L), FIELD (F). or BOTR (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
(WW.)	GEOTECHNICAL EXPLORATION SERVICES - CONTINUED	4777579745 (ASSESSED		Western and States		4694494166556
28	Fillable Pomsity					
28a	3" Casing	PerLF.	<u> </u>			
285	4" Casing	Per LF,				
29	Grout Bereholes (0 - 50 Feet)	Per L.F.				
30	Site Creating Supervision	Per Hour				
31	Well Development/Monitoring	Standard (Acade)				
31a	Well Development up to 20"	Per Haur				
31b	Well Development up to 40'	Per Hour				
31c	Moultoring Well 2" Diameter (up to 15)	Each				
31d	Concrete Part Lock Above Ground	Facb				
3le	Concrete Pad Flush to Ground with Lock	Each	T			
32	Decontamination of Equipment	Per Haus		1		
33	Extra Split Spoons (Trunk Mounted)					
33a	0 - 50 Feet	Per Sample	1			
33b	51 - 100 Feet	Per Sample				
34	Ground Penetrating Rador (GPR) (No mobilization)	Per Day				
3.5	Pile Testing & Monitoring				awijanyang	
35a	EDC Equipment	Each				
35b	EDC Equipment Mobilization	Day				
35c	PDA Equipment	Each				
358	PDA Equipment Mobilization/Demobilization	Day				
35e	Monitoring PDA	Per Hour				
35f	Pile Instaliation Observation	Per tiour	<u> </u>			
35g	CAPWAP Analysis	()ay				
35b	GRLWEAP Analysis	Each	1	1		
36	TIP Equipment Mobitization	Each				
	Additional Tests					
37a	Siesmograph & Sound Level Meter	Per Day				
37b	Vibration & Noise Monituring (Equipment only)	Per Day				
37c	Static Load Test	Per Test		l		

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Browned County, Florida Office of Facilities Construction 2301 MW 26th St., Building S Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company Name Here) Date Submitted: (Date of Submission Here)

ITEM NO. DESCRIPTION	fa INI	PERFONRED IN RATE IN TRUBECUS PROVIDING PROVIDING
ONT POLICY CONTRACTOR		
t	Fact	
Soir Sample	Each	
Encore Samp	Each	
42a VOC'S by EPA Method 8260	Bach	
SYOCs by	Lach	
42c PANS SIM by F.P.A. Method R270	Each	
RCRASM	Each	
42e Metals By 1:17A Method 6010	Hac h	
42f TRPH by FL-FRO	Fach	
LABORATORY TESTING		
43 Alecter Limits		
43a Liquid 1.5mit and Plastic Limit	Per Sample	
44 Grain Siec Distribution	Per Sample	
45 Percent Pines (Wash No. 200 Sieve)	PerSample	
46 Hydrameter Analysis with Grain Sizo Distribution	PerSample	
47 Organic Cootent Determination	Per Sample	
H	Per Sample	
49 Specific Gravity (fine aggregate/kail)	Per Sample	
-	Per Sample	
51 Consolidation	Per Sumple	
51a With Hysteresis Loup	Per Loop	
i.2 Permeshiliy Texts - Labotatory		
_	Per Samplo	
52h Cohesive Soil (triaxial, back pressure saturated)	Per Sample	
53 Unconfined Compression Tests	Per Sample	
	Per Sample	
55 Resindivity	Per Sample	
56 Chloride	Per Sample	
57 Suffise or Suffise	Per Sampie	
53 Comosion Resistance (pil. R. Ct. Su)	Per Sample	
59 Turbidity (sample FDB Inbarancy)	Per Sample	
60 Rock Core Testing		
60a Unit Welcht	Per Sample	
60b Unconfided Conpression Tests	Per Sample	
	Per Sampto	
SG14 Dant Core Bower	al office Area	

The School Board of Broward County, Florida Geotechnikal Engineering Stope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 25th St., Building 8 Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Compar	17.						
	Enter.	Company Nam	c Here)		part of the control of	Date Submit	ted: (Date of Submission Here)
Men	a:			er again teacha	in the second and the second	4 4 74 14 5 34	

ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (E), FIFLD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
Principal purish	SOILS TESTING			evere Period		
61	Field Density Tests (Minimum 5 tests) (ASTM D1556-90 - Method D)	Per Test				
62	Limerock Bearing Ratio (LDR)	Per Sample				
63	Standard or Modified Proctor (ASTM D698 or D1557-91)	Per Sample		····		
64	Double Ring Infiltrometer Test	Per Test				
65	Soil-Cement, Field Inspection and Testing	Per Hour				
66	Soil-Cement, Laboratory Design Mixes (FOB Laboratory, FDOT Method)	Per Mix				
67	Soil-Coment, Laboratory Design Mixes (FOR Laboratory, PCA Short Cut Method)	Per Mix				
68	Soil-Cement Compressive Strength (3 Pills)	Per Set				
68a	Fach Additional Pitt	Each				
69	Soil-Coment Field Proctor	Each				
70	Relative Density Test (Minimum - Maximum)	Per Test				
71	California Bearing Ratio	Per Sample				
72	Soil Plate Load tests (ASTM)	Per Test				



The School Board of Reoward County, Flurida Office of Facilities Construction 2301 MW 26th St., Building S Fort Laudershale, Florida 33311

Atlachment 1 (754) 321-1500

The Concept Experiment Activation of Concept Experiment City and Stamp Test) (Per Stat) The Concept Experiment Activation of Concept Experiment City and Stamp Test) (Per Stat) The Concept Experiment Activation of Concept Experiment City and Stamp Test) (Per Activation Occupant) (Per Stat) The Concept Experiment City and Stamp Test) (Per Activation Occupant) (Per Stat)	ompany Second	Company (Enter Company Name Here)	Date Submitted: (Date of Submission Here)	Cate of Subatission	Betre)	· ··	
CONCURREY TABLES SERVICES CONCURRES TABLES SERVICES	Carrie			Sel (190A) Oxford S			The state of the
CONCHETTE TESTING SEAVILES. Model, Transport, Circ. and Transporture Test and Shump Test) (Per ASTM C31) Per Set	EM NO.	DESCHIFTION	TIM	LAB (L), PIELD (P),		EXPTOUSE	PROVIDING
Modd. Transport, Cure, and Tessing Omercet Parts (Shandand, 4.8 v. Cyfinder, (Concrete Temperature Test and Sharp) Test) (Per ASTM Concrete Tests (Shandand, 4.8 v. Cyfinder, (Concrete Temperature Test and Sharp) Test) (Per ASTM Concrete Tests (Shandand 6.8 12" Cyfinder, (Concrete Temperature Test and Sharp) Concrete Tests (Shandand 6.8 12" Cyfinder, (Concrete Temperature Test and Sharp) Waiting, Beyood 11 fano, Carlot Carlot (Carlot Caza) Waiting, Beyood 11 fano, Carlot Carlot (Caza) Unit Weight and Relative Vielad of Peak Concrete Concrete Carlot (Shandare) Compension Tests of 4" x 2" Cyfinders Compension Tests of 6" x 12" Cyfinders Compension of Coning Mobilinguand Testing Coerest Cone Sieve Analysis, Conece Pagergate Absorption Sieve Analysis, Conece Agargate Conecete Rendy Mix Plan on tob laspection Sieve Analysis, Fine Agargate Conecete Rendy Mix Plan and Obb Sieve Organic (Colforation Astro Conecete Rendy Winders Probe, Etc.) Les Anageta Abersion Somulers (Sayare Feet Greater than 42 gold Square Feet Corea Tests of Swiss (Hamert, Wardsor Probe, Etc.) Winders France Shots Worksupe Emissions Novikure Emissions Alvikure Emissions							
Concrete Tests (Standard 4" & Critindes (Concrete Temperature Test and Stump Test) (Per ASTM Concrete Tests (Standard 4" & Critindes (Concrete Temperature Test and Stump Test) (Per ASTM Concrete Tests (Standard 6" 12" Critindes (Concrete Tests Standard 1" 124) Strangth Tests per C39 using C617 or C1231) (Set of 3) (EZ.	Mold, Transport, Cure, and Testing					
Couracee Tests (Standard of Xr 12" Cythoder. (Coorace Tests and Shaap Test) (Per ASTM CST Visclan Trab. Strength Test per C39 using C6.17 or C1231) (Sec of 3) Waiting Beyond 1 Hour of Arrival at Sie EArn Stunp Test (ASTM C143) Air Content Volumetric Method (ASTM C231) Air Content Volumetric Method (ASTM C231) Air Content Cythiders. Compression Tests of 4" x 6" Cythoders Compression Tests of 6" x 12" Cythoders Cythoders Cythoders Cythoders Compression Tests	73a	Concerpt Tests (Standard 4'x 8" Cythodes. (Concrete Trenpenane Test and Shamp Test) (Per ANTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1221) (Set of 3)					
Waiting Daysad J Rour of Arrival at Site Farin Shump Test (ASTM C131) July Manual Content Whend (ASTM C231) Unit Weight and Relative Yield of Free Concute Compression Test of 6" x 12" Cylinders Compression Test of 1" x 12" Cylinders Daylove (Contest Dicmal Test passion Test of 1" x 12" Cylinders Challing and Testing Coerest Cores Contest Resal, The Institute Test of 1" x 12" Cylinders Contest Contest Cores Compression Testing Coeres Contest Cores Contest	帮	Concrete Tests (Standard 6"x 12" Cylinder, (Coorne Temperature Text and Stump Test) (Per ASTM CM, "Section 7" Lab. Structit Tests per C39 using C617 or C1231) (Set of 3)	Per Set) 	
Fixin Shing Test (ASTM C143) Asi Content Volunatic Method (ASTM C231) Asi Content Volunatic Method (ASTM C231) Asi Content Volunatic Method (ASTM C231) Luthrweight Concent Residual Test (ASTM C495) Luthrweight Concent Wei Dreasty Test (ASTM C495) Luthrweight Concent Dremal Testing Concent Contest Concent Coning Obstilling and Testing Concent Contest And Mobilization for Coning Obstilling and Testing Concent Contest Packing Carel Hines Concent Reasty Mit Plant of Job Inspection Sieve Analysis, Fine Aggregate Sieve Analysis, Fine Aggregate Sieve Analysis, Fine Aggregate Absorption Service Gravity Los Angeles Abrasion Sounders (Cyclonetria ASTM C40) Los Angeles Abrasion Sounders (Cyclonetria Chago Upp to Zukoo Square Feet Lyp to Zukoo Square Feet Lyp to Zukoo Square Feet In Situ Testing (Swiss Ramanert, Windoor Probe, Etc.) Windoor Probe Stots Moisture Emissions per Kit	13,	Waiting Beyood J Hour of Arrival at Site	Per Hour				
Air Content Volumentic Method (ASTM C231) Unit Weight and Relative Yield of Presh Concrus Congress Compression Tests of 6" x 22" Cylinders Lighweeph Concrus Well Density Test (ASTM C495) Lighweeph Concrus Well Density Test (ASTM C177) Fearnal Beans Concrete Coning Mobilization for Ching Mobilization for Ching Obselling and Testing Concrus Cones Parching Concrus Hales Concrete Ready Mir Plant or Job Inspection Sieve Analysis, Fine Aggregate Sieve Analysis, Contro, Aggregate Concrete Ready Mir Plant or 200 Sieve Organic Cofformation ASTM C3-0) Las Angeles Abrasion Sounderses (Cyclionatein ASTM C3-0) Las Angeles Abrasion Sounderses (Cyclionatein Astra Feet Greater than 40 1000 Square Feet Anistane Emissions per Kit	¥	Extra Shum Test (ASTM C143)	PerTest				
Unit Weight and Relative Yet'd of Presh Concrete Concrete Cylinders - Compression Tests Compression Tests of 4" x 2" Cylinders Compression Tests of 4" x 2" Cylinders Compression Tests of 4" x 2" Cylinders Lightweight Concrete Wet Drossly Test (ASTM C95) Lightweight Concrete Wet Drossly Test (ASTM C977) Fetarn's Beans Concrete Coring Mobilitation for Coring Mobilitation for Coring Concrete Ready Mit Plant or Job Inspection Sieve Analysis, Fine Aggregate Sieve Analysis, Contex Aggregate Sieve Analysis (Soules Sieve Organic (Connettic Astro- Conquete Ready Mit Plant or Job Sieve Organic Content Absorption Los Angeles Abresion Conquete Ready Mit Plant Peet Greater than 30 (200 Square Feet Greater than 40 (200 Square Feet In-Situ Testing (Swists Hannert, Windsor Probe, Etc.) Windsor Probe Stots Molstwee Emissions per Kit	73°	Air Content Volumetric Method (ASTM (233)	Per Tex				
Concrete Cystinites - Compression Tests Compression Tests of 8" x 12" Cytinders Compression Tests of 1" x 2" Cytinders Compression Tests of 1" x 2" Cytinders Lightweight Concrete Of 1" x 2" Cytinders Compression Tests of 1" x 2" Cytinders Lightweight Concrete Dermal Tensmission Test (ASTM C177) Fearnal Beans Concrete Coring Concrete Ready Mary Tests of 10 bispection Concrete Ready Mary Tests of 10 bispection Sieve Analysis, Fine Aggregate Sieve Analysis, Fine Aggregate Sieve Analysis, Contra Aggregate Absorption Sieve Analysis, Tent Aggregate Absorption Sieve Analysis, Contra Aggregate Absorption Sounders (Croffonteile ASTM C40) Leit Weight Unit Weight Unit Weight Unit Weight Phot Talono Square Feet Creater than 40 000 Square Feet Creater than 40 000 Square Feet In Situ Testing (Swiss Rammert, Windsor Probe, Etc.) Wisdoor Probe Stots Moisture Emissions per Kit	72.	Unit Weight and Relative Yield of Presh Concruse	PerText				
Compression Tests of 6" x 12" Cylinders Compression Tests of 4" x 8" Cylinders Compression Tests of 4" x 8" Cylinders Lightweight Concrete Wei Dressly Test (ASTAC C197) Lightweight Concrete Wei Dressly Test (ASTAC C177) Flexural Beans Concrete Coring Mebilipation Concrete Cones Concrete Reads, Mitz Plant of Job Inspection Sieve Analysis, Fane Aggregate Sieve Analysis, Connex Aggregate Sieve Analysis, Connex Aggregate Sieve Analysis, Connex Aggregate Absorption Shevit Corionetrie ASTAC C40) Las Angeles Abrasion Ligh to Zuloso Square Feet Ligh to Zuloso Square Feet Ligh to Zuloso Square Feet Ligh to Taloso Square Feet Ligh to Taloso Square Feet Lightor Profes Shots Windsor Profes Shots Windsor Profes Shots Missions per Kit	Į.						
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Lightweight Concrete Wei Density Test (ASTM C495) Flexible Concrete Thermal Transmission Test (ASTM C177) Flexible Concrete Coring Concrete Coring Mobilization for Coring Concrete Roady Mitz Plant or Job Inspection Sieve Analysis, Flant Agergate Sieve Analysis, Flant Agergate Sieve Analysis, Context Agergate Absorption Specific Gravity Unit Weight Unit Weight Los Angeles Abrission Specific Gravity Los Angeles Abrission Specific Gravity Corganic Corformation ASTM C40) Los Angeles Abrission Specific Gravity Los Angeles Abrission Specific Gravity Corganic Corformation ASTM C40) Los Angeles Abrission Specific Gravity Corganic Corformation ASTM C40) Los Angeles Abrission Specific Gravity Corganic Corformation ASTM C40) Los Angeles Abrission Specific Gravity Corganic Charge Up to 20,000 Square Feet Greater than 40,000 Square Feet Greater than 40,000 Square Feet And Andrew Profee Shots Missane Emissions por Kit	730	Compression Toxts of 4" x 8" Cytinders	Per Cylinder			 	
Lightweight Concrete Thermal Tensmission Test (ASTA C177) Return Beams Mobilization for Coring Obsilining and Testing Courent Chies Patching Correl Holes Concrete Koody Will Plant of Job Papection Sieve Analysis, Ten Aggregate Sieve Analysis, Ten Aggregate Sieve Analysis, Ten Aggregate Sieve Analysis, Ten Aggregate Absorption Marchia Holes Concrete Koody March Sieve Analysis, Ten Aggregate Absorption Absorption Marchia Holes Concrete Koody March Concrete Koody March Absorption Absorption Sounders (Coriconetic ASTA C40) Marchia (Cori	7₹	Lightweight Concrete Wet Density Test (ASTM C495)	Per Cylinder				
Pietural Beans Congrete Coring Medicitation Coring Obtaining and Testing Coerrett Cores Distribute and Testing Coerrett Cores Patching Cored Holes Concrete Ready, Mit. Plant or Job Inspection Sieve Analysis, Fine Aggregate Sieve Analysis, Cooner Aggregate Sieve Analysis, Cooner Aggregate Sieve Analysis, Cooner Aggregate Sieve Analysis, Cooner Aggregate Absorption Specific Gravity Absorption Specific Gravity Absorption Specific Gravity Absorption Cognic (Coffortetie ASTM C40) Los Angeles Abrasion Soundhers (Cogneties Equipment Charge Up to Zuloob Square Feet In Study Testing (Swiss Bannert, Windsor Probe, Etc.) Windsor Probe Shots Moisture Emissions por Kit	报	Lightweight Concrete Thermal Transmission Test (ASTM C177)	Per Test				
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Objulning and Testing Coscrete Copes Paching Carel House Concrete Resky, Mix Plant of the Bapertion Sieve Analysis, Fina Aggregate Sieve Analysis, Conse Aggregate Sieve Analysis, Conse Aggregate Absorption Absorption Absorption Absorption Cognoic (Coftonetio ASTM C40) Unit Weight Marcial Flact than No. 210 Sieve Cognoic (Coftonetio ASTM C40) Sounderes (Syche) Hoor Palmassian Sounderes (Syches Islammer, Windsor Probe, Ekc.) Windsor Probe Shots Molvature Emissions por Kit	768	Mobilization for Coring	PerTrip				
Patching Correl Bloks Concrete Ready, Mir Plani of Job Bappedion Sieve Analysis, Course Aggregate Sieve Analysis, Course Aggregate Sieve Analysis, Course Aggregate Absorption Specific Gravity Unit Weight Marchial Flace than RO. 200 Sieve Organic (Coffontetio ASTM C40) Los Angeles Abrasion Soundares (Syple) Floor Palmascal, evelures Equipment Charge Up to 20,000 Square Feet Up to 20,000 Square Feet Up to 20,000 Square Feet In No. 20,000 Square Feet	76b	Obtaining and Testing Course Cores	Each				
Concrete Ready Mite Plant or Job Dappertion Sieves Analysis, Fine Aggregate Sieves Analysis, Contro-Aggregate Sieves Analysis, Contro-Aggregate Absorption Specific Gravity Martrial Fleat than No. 200 Sieve Organic (Colometric ASTM C40) Los Angeles Abrasion Los Angeles Abrasion Squares (Colometric Aggregate Coganic (Colometric Aggregate Coganic (Colometric Aggregate Coganic (Colometric Aggregate Coganic Colometric Aggregate Coganic Colometric Aggregate Coganic Aggregate Coganic Coganic Aggregate Coganic Aggregate Coganic Coganic Feet Coganic Aggregate Coganic Coganic Feet Coganic Coganic Coganic Coganic Feet Coganic	76¢	Patching Cored Brites	Each				
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Specific Gravity Lui Weight Unit Weight Unit Weight Las Angeles Abrasion Requirement Chape Up to 20,000 Square Feet The Thomas Abrasion Square Feet The Study Teating (Swiss Bannert, Windsor Probe, Etc.) Widster Emissions por Kit	77c	Αβχατρήλαι	Per Sample				
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Floor Pulmoss/Leveliness Regulations R	7.7.	Soundarts (5 cycle)	Per Sample				
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Prom 20,000 Square Feet to 40,000 Square Feet Greater than 40,000 Square Feet In-Stor Testing (Swits Rammer, Windsor Probe, Etc.) Windsor Probe Shots Moisture Emissions per Kit	785		Each				
Greater than 40 fifth Square Feet In Stu Testing (Switss Hannert, Windsor Probe, Etc.) Wisdont Probe Stots Wisdon France Wisdon	78c	From 20,000	Euch				
In Situ Testing (Swibs Hammer, Windsor Probe, Etc.) Windsor Probe Shats Molsture Emissions Molsture Emissions par Kit	784	Greater than 40,000 Square Feet	Each				
Weadsor Probe Shots Mokeure Emissions Motoure Emissions per Kit	79	In Stw Testing (Swiss Hummer, Windsor Probe, Re.)	Per Hour				
Moisture Emissions Audisture Emissions per Kit	79a	Windsor Probe Shels	Per Shot				
Moisture Emissions par Kit	80	Moisture Emissions					
	803	Moisture Emissions per Kit	Per Kit				

The School Board of Broward County, florida Geotechokal Engineering Scopa of Services and Unit Pricing February S, 2018

Page 6 of 9 Pages



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

Attachment 1 {754} 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

	(Enter Company Name Here)		angan menganggan sebagai sebag Sebagai sebagai sebaga		: (Date of Submission	on Here)	· · · · · · · · · · · · · · · · · · ·	
ITEM NO.		DESCRIPTION		 UNIT	PERFOMRED IN LAB (L), PIELD (F), or BOTH (B)	RATE	EN-HOUSE SERVICE (V/N)	LIST SUB/SUBS PROVIDING SERVICE
80b	Moisture Emissions per Hour			 Per Hour				

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

Page 7 of 9 Pages



The School Beard of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Duliding 8 Fort Lauderdale, Florida 33311

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Date Submitted: (Date of Submission Here) Company (Enter Company Name Here)

Date Submitted: (Date of Submission Here)

ITEM NO.	DESCRIPTION	UNIT	Perfomred in Lab (L), field (F), or both (F)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
	MASONRY TESTING SERVICES	Y ANYONG PARKET	(00000)4550)550)45655	88878 (1989)		
81	Compressive Strength (ASTM C140) lab only	Each				
82	Absorption and Muisture Content (ASTM C140)	Each				
83	Linear Shrinkage Tests of Concrete Block (ASTM C426) (Set of 3)	Per Set				
84	Compressive Strength of Hullow Masonry Prisms	Per Prism				
85	Compressive Strength of Grouted Masonry Prism (ASTM C109)	Per Prism	· · · · · · · · · · · · · · · · · · ·			
86	Mortar Cubes	Per Cube				
87	Monar Mix Design (ASTM C270)	Each				····
88	Prisms Tests (ASTM C1314)	Per Prism				
	ASPHALTIC CONCRETE TESTING SERVICES			server fra Heest		
89	Asphaltic Concrete Plant Inspection	Per Hous				
20	Extraction and Gradation	Per Sample				
91	Marshall Stability (FOB Laboratory)	Per Set				
92	Curing Payement to Obtain Density and Thickness Samples	Per Sample				
93	Laboratory Tessing of Asphaltic Cotes for Density	Per Core				
H 4244 (14)	STRUCTURAL STEEL / METALS / INSPECTION SERVICES					
9.4	Inspection of Structural Steel and Fireproofing (Weld, Bolts, Decking)	Per Hour				
9.5	Senior Certified Welding Inspector (SCWI)	Per Hour				
96	Certified Welding Inspector (CWT)	Per Hour				
97	Non-Destructive Testing Equipment Usage Charge	1000 00 W/W/W/W/			yangayan ayun a	
97a	Ultrasonic	Per Day				
976	Mngoesic Particle	Per Day				
97c	Dye Penguani	Por Day		·		<u></u>
98	Reinforcing Steel Inspector	Per Hour				<u> </u>
98a	Equipment Usage (i.e. Pachometer)	Per Rour	1			



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

Attachment 1 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

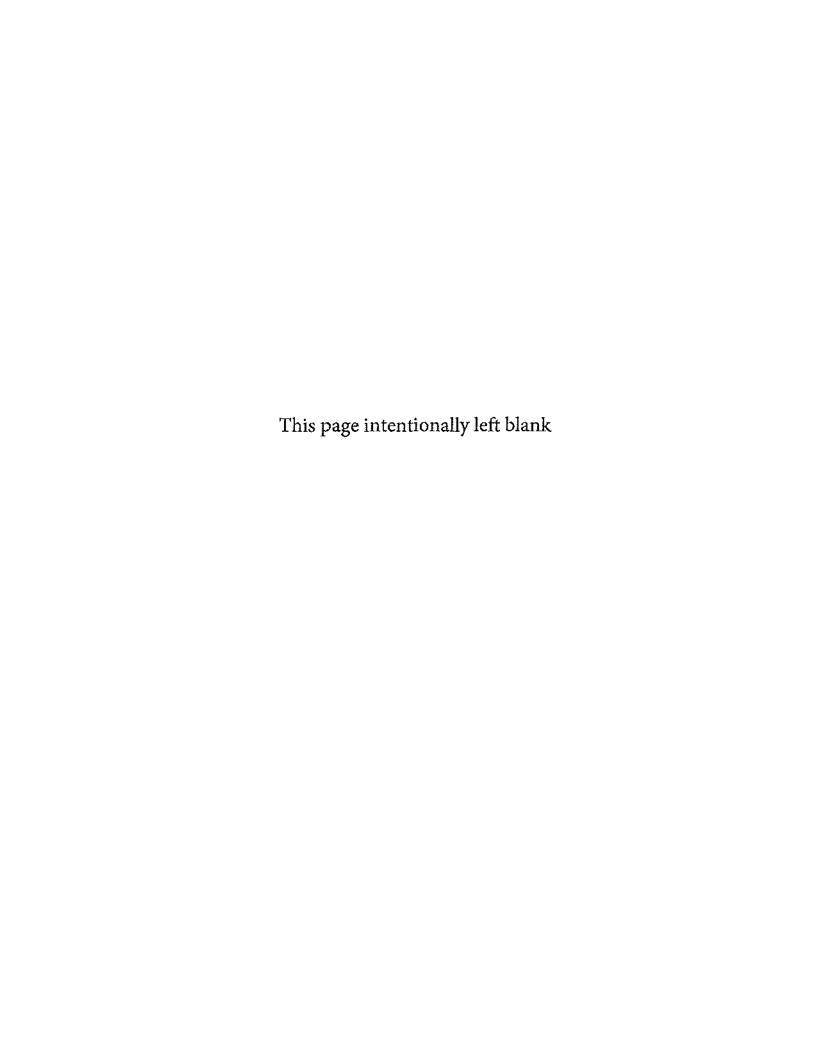
Company		 			
- IEnter	Company Name Here)		· . · · · ·	Date Submitted: (Date of Submission Here)	
Name:	dompting man rect		The second second	-mo paptiticed, loute of publication tiefel	Contract to the Contract of th
				PERFOMRED IN	
				. a said outlands with	16/JIOSIST

ITEM NO.	DESCRIPTION	UNIT	PERFOMRED IN LAB (L), PIELO (F), or BOTH (8)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
F(1000)	ROOF TESTING SERVICES					
99	Inspection and Analysis of Built-Up Routing	38 TO 18 18 18 18 18 18 18 18 18 18 18 18 18		kanggapa kanggapa		
992	Monitoring Construction	Per Hour		i	1	
99b	Analysis of Now Built-Up Roofing Components (ASTM D36)7) - Cutting and Patching by Contractor	Per Sample				
99c	Analysis of Existing Built-Up Rooting Components (ASTM D2829) - includes Temp, Patching and Moisture Percentage	Per Sample				
99d	Infrared Thermography of CMU Filled Celts & Moisture Intrusion - Inspection	Per Hour				
99e	Infrared Thermography of CMU Filled Cells & Moisture Intrusion - Equipment Change	Each				
99f	Pull Test (Roof Structure)	Per Test		<u> </u>		
99g	Softening Point Test (ASTM D36)	Per Test				***************************************
	ASPHALT TESTING SERVICES	MANAGER AND				
100	Compaction Testing	7300 2004 7000		vii sarayyy to yy tagy		(CERTIFICATION)
100a	Nuclear Gauge Method (Minimum 4 tests per visit)	Each				
100b	Calibrated Drive Storve Method	Each				
101	Field Monitoring - Engineering Technician	Per Hour				
102	Field Standby Time per Technician	Pet Hour				
103	Not Used				vy provenské řízku jedech	888 B888
104	Asphali Plant Control	Per Hour				
105	Asphalt Coring	\$16000000000000000000000000000000000000				
105=	Asphalt Coring (Depth, Denaity) - 4"	Each				
1056	Patch Core Hole (asphalt) - 4"	Fach				
105c	Patch Core Hole (asphalt) – 6"	liach				
106	Asphalt Softening Point Test (ASTM 36)	Per Test				
107	Depth Determinations (Base, Sub-base)	Each				
108	Maintenance of Traffic (MOT) (Equipment)	Per Flour		···-		

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.

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018



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		Date:
(Name)		
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	6				
Original Basic Fee	D	 		 	
Table to the Committee of the Committee		 		 	
Current basic fee	ф				
	Ψ	 		 	

INVOICE TOTALS:

Summary	Current	Fee Previously B	illed This Invoic	e Baland	je –
Basic Services	\$	\$	\$	\$	
Reimbursable	\$	\$	\$	\$	
Total:	\$	\$	\$	\$	

BASIC FEE TOTALS:

Period	Fee	Previously Bill	ed	This Invoice Balance	
From to dates	\$	\$	% \$	% \$	%
	\$	\$	% \$	% \$	%
	\$	\$	% \$	% \$	%
	\$	\$	% \$	% \$	%
	\$	\$	% \$	% \$	%
Other Services	\$	\$	% \$	% \$	%
Total Previously Bi	lied:	\$			
Total Amount This	Invoice:		\$		
Total Balance:					\$

Submitted By: Name:	Certified By: Name: Title:	Recommended By:	Approved By:
Title: Date: (Signature)	Project Manager Date:	Name: Title: Date:	Name: Title: Date:
	(Signature)	(Signature)	(Signature)
		<u></u>	



The School Board of Broward County, Florida Florida Facilities and Construction Management Department 2301 NW 26th Street Fort Lauderdale, FL 33311 (754) 321-1500

ve Sev		Design (Professional's Reimb	ursahle Invoic	·a
Ph. 1		Design			C
Project No:			Facility Name: Invo		
Project Title: Design Professional's:			SBBC PO No. ATP No.		
Remit to address:			Invoice From		
Termit to address.	****		Project Manage	**	
			r rojece manag	-11	
Item No.	Date		Reimbursable Item		Amount

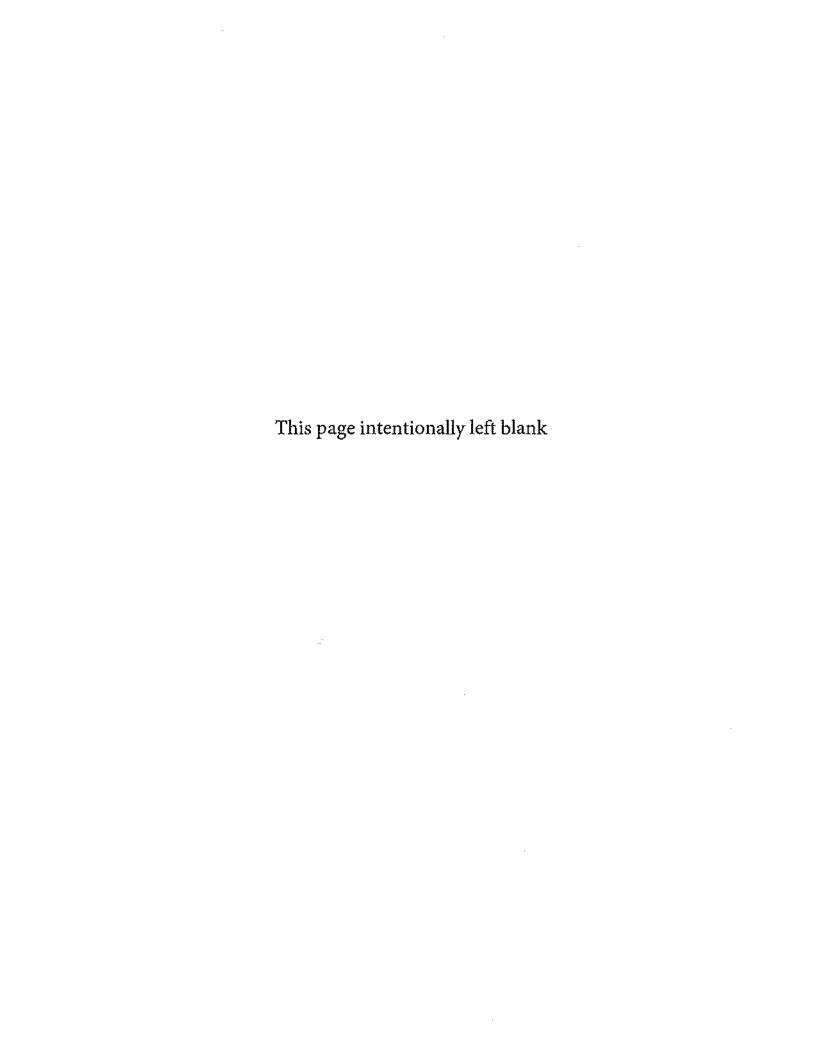
					1
···				·····	
	***************************************		Invoice Total		\$
] 7
Receipts for each Item m	ust be attached	<u>d.</u>		:	
Current Contract Amount:	\$				
Total This Invoice:		\$			
Total Previously Billed:			\$		Ì
Total Balance:					\$
Total balance.	<u> </u>				<u> </u>
Submitted By: Name:	Certified By:	Name: Title:	Recommended B	v: Appi	roved By: Name: Title:
Title: Date:	Project Manag		Name: Title: Date:	Date	•
	'	•			
	<u> </u>	•			

(Signature)

(Signature)

(Signature)

(Signature)



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

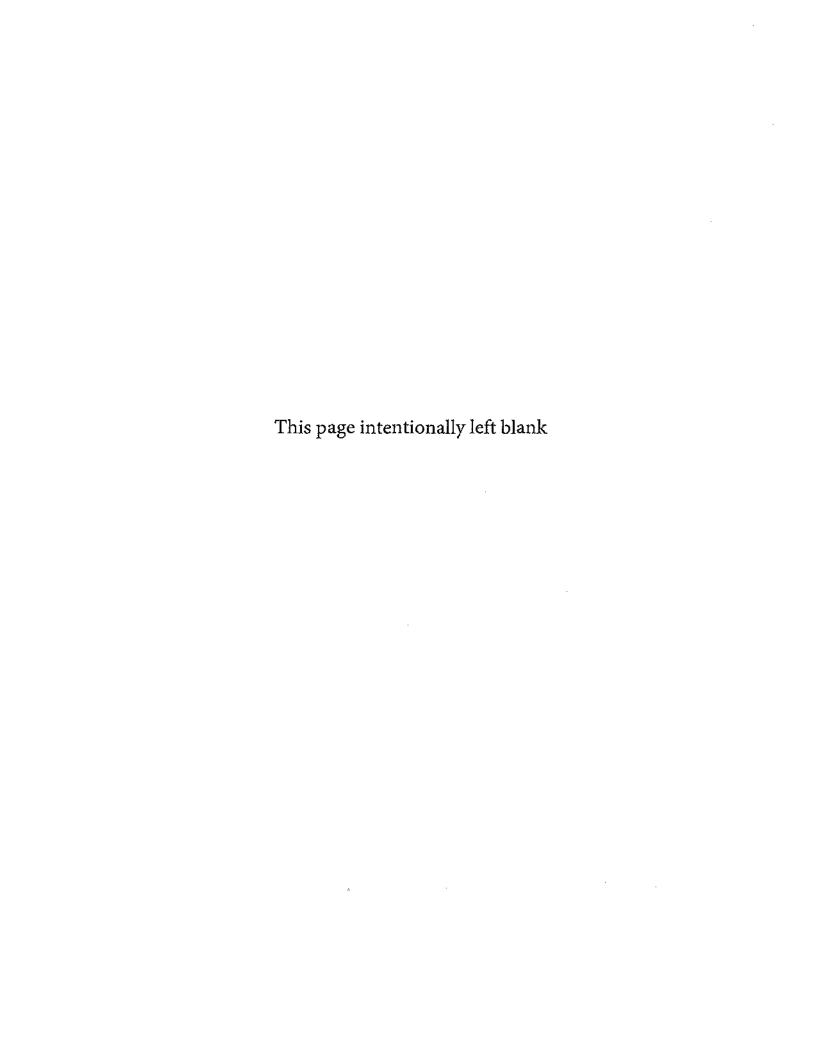
- 3.1 Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.
 - 3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example survey sheets)
- 3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.
- 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.



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

		nt's Authorization To Proceed
Project No.: Location No.:	P.##### ####	Date:2017
Project Title:	Name of Project	SBBC P.O. No.:
		Line No.:
Facility Name:	NAME OS SCHOOL	Project Manager:
Project Consultant:	NAME OF VENDOR A/E	Dir. Capital Planning & Programming
	services for the project reference	<u>_</u>
Bidding Bidding Other Service	Construction Cor	ntract Administration
This Author	orization to Proceed is subject to	o the following attachments:
Attachmen The scope	rts: Professional Services Project Schedule Professional Fees Previous ATP's	s Required specified on the Professional Services Required with a Fixed Limit of
Attachmen The scope Construction	rts: Professional Services Project Schedule Professional Fees Previous ATP's of the required services is son Cost (FLCC) for this project	s Required specified on the Professional Services Required with a Fixed Limit of as indicated below:
Attachmen The scope	rts:	s Required specified on the Professional Services Required with a Fixed Limit of

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	anna an	
Facility Name: Project Consultant	NAME OF SCHOOL NAME OF ARCHITECTU	JRAL VENDOR			

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

	Date Required Or Estin	nated Time Period
ACTIVITY	Start	Finish
Phase I - Scope Validation - 14 Calendar Day	Day I	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)	į	
Warranty – 365 Calendar Days	Day 702	Day 1066
N. P.	r =	•

Notes:

- Day 1 = One (1) calendar day after fully executed Authorization To Proceed is issued to the Consultant or a
 mutually agreed upon start date with SBBC Owner's Representative. Excludes all federal observed
 holidays.
- Completion of 100% Construction Documents is when Building Department issues Letter of Intent to Permit.
- 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)

Professional Fees

Project No. & Location No.:

P.###### #####

Project Title: GOB SCOPE NAME

Facility Name:

NAME OF SCHOOL

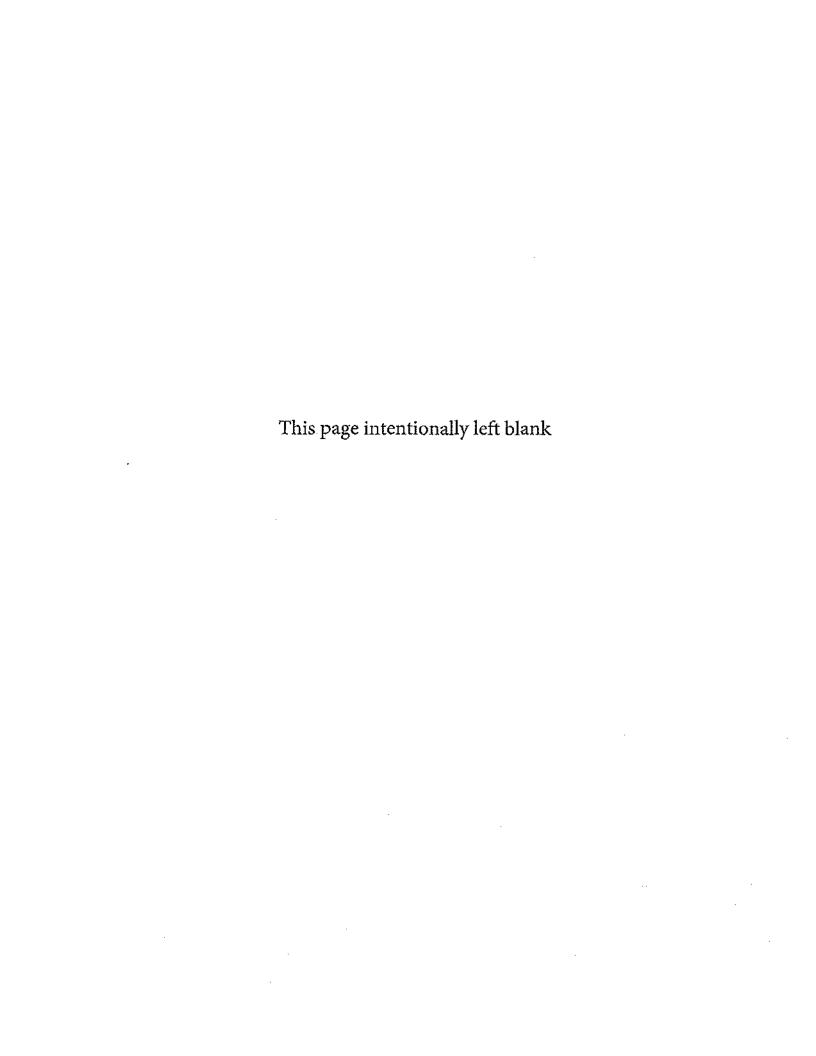
Project Consultant NAME OF VENDOR A/E

Project Consultant: NAME OF VENDOR A/E								
Phase	Original Fee Authorized by ATP		ed by ATP	Fee Previou	usly Paid	Fee Balance		
	Basic Fee							
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	\$#####.00	\$#########	100.0%	\$0.00	0.0%	\$0.00	0.0%	
Reproduction								
Allowance - Specific Purpose	\$0.00	\$###########	100.0%	\$0.00	0.0%	\$0.00	0.0%	
Survey & GPR								
Allowance - Geotechnical	\$0.00	\$#####################################	100.0%	\$0.00	0.0%	\$0.00	0.0%	
Allowance - Non-Destructive /	\$20,000.00	\$#####################################	100.0%	\$0.00	0.0%	\$0.00	0.0%	
Destructive Testing								
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%	

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.

The School Board of Broward County, Florida Professional Service Agreement (07-25-12 MA)



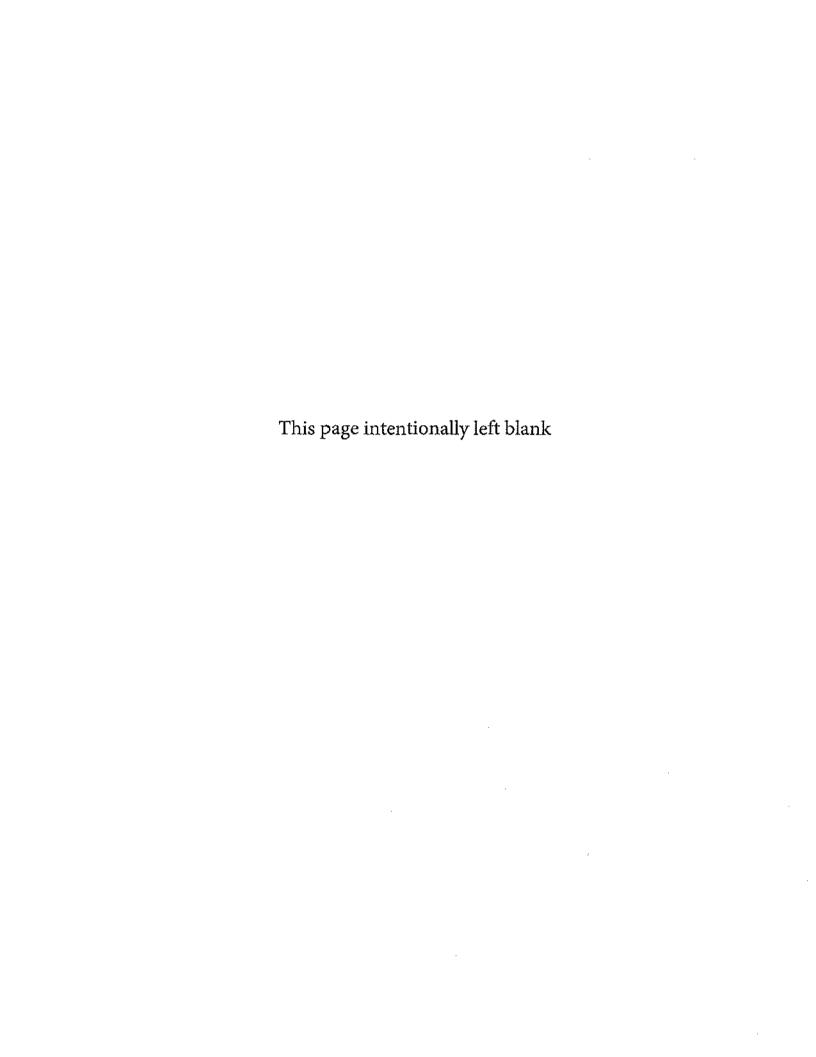
Design and Professional Consulting Staff

Prime Firm: Professional Service Industries, Inc.

Name	Title	Role	Time Commitm ent	Florida professi onal license	Email Address
Juan D. Villegas, PE	Senior Vice President	Senior Contract Support	20%	60745	juan.villegas@psiusa.com
Ernesto Ramos, El	Branch Manager	Contract/Project Manager/ Single-Point-of-Contact	80%		ernesto.ramos@psiusa.com
Morgan Dickinson, PE, SI	Regional Engineer	Senior Geotechnical & Materials Testing Engineer	50%		morgan.dickinson@psiusa.com
lan Kinnear, PE	Chief Geotechnical Engineer	Chief Geotechnical Engineer	20%	32614	ian.kinnear@psiusa.com
Patrick Montgomery, PE	Geotechnical Services Project Engineer	Geotechnical Services Project Engineer	80%		patrick.montgomery@psiusa.com
Deibbys Rodriguez	Laboratories Manager	Lab Testing QA/QC	80%	•	deìbbysrodriguez@psiusa.com
Carlos Quintana	Specialized Foundation Testing Dept, Mgr.	Specialized Foundation Testing	30%	-	carlos.quintana@psiusa.com
Carlos Duque	Geo Project Manager	Project Management Support	80%	-	carlos.duque@psiusa.com

Subconsultant: Absolute Civil Engineering Solutions LLC (ACES)

Name	Title	Role	Time Commit ment	Florida professi onal license	Email Address
Wayne Webb, PE	Vice President	Project Manager	100%	56701	wwebb@absoluteces.com
James Brunetti, PE SI	Structural/Threshold Engineer	Project Engineer	100%	81268	choyos@absoluteces.com
Soumel Loriga, P.E., C.W.I.	Structural Engineer	Project Engineer	100%	77736	sloriga@absoluteces.com
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Charles Richter, El	Assistant Project Engineer	Assistant Project Engineer	100%	•	crichter@absoluteces.com
Bryan Monroe	Laboratory Technical Director	Field Technician	100%	-	bmonroe@absoluteces.com
Juan Arencibia	Project Inspector	Field Technician	100%	-	ichung@absoluteces.com
Paul Young	Lead Field Technician/Project Inspector	Field Technician	100%	-	pyoung@absoluteces.com
Amer Ahmed	Lead Field Technician	Field Technician	100%	-	csmith@absoluteces.com





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

(754) 321-0505

Attachment 6

Document 00455: Background Screening of Contractual Personnel

Project No:

TBD

Location No:

Broward County, FL.

Project Title:

Open-End Professional Services Agreement for GEOTECHNICAL ENGINEERING SERVICES

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.)

STATE OF FLORIDA	
COUNTY OF BROWARD	
Before me, the undersigned authority,	personally appeared
Doug Dayton, PE	
sworn, made the following statement:	who, being by me first duly
·	Professional Service Industries, Inc.
1. Contractor Name:	
Address:	6500 NW 12th Avenue, Suite 116 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)	37-0962090
INDICATED IN DOCUMENT 00200. CO STATUTES IS REQUIRED PRIOR TO PROCEED. X The above-named Contractor prese Section 1012.465, Florida Statute employed under the terms of this b	OF SUBMISSION OF POST-AWARD DOCUMENTS OMPLIANCE WITH SECTION 1012.465, FLORIDA ISSUANCE OF DOCUMENT 00550, NOTICE TO ently complies fully with the requirements set forth in es to the extent that all contractual personnel to be bid HAVE met Level 2 Screening requirements set forth
in Section 1012.32, Florida Statute	
BY:	DATE: 6/4/2018.
NAME (Printed) Doug/Dayton, PE	TITLE: President
Notarization	State of: PLOTZIDA)
Sworn to and subscribed before me, the u	County of: BROWARD)
	Doug Dayton, PE
who is personally known to me or did produce:	
an identification and who did take an	oath.
Notary Public: Rox f	ROSASTISOSEAL Notary Public - State of Florida
Commission Expires on: 🙎 🕡	Commission # GG 131593 My Comm. Expires Aug 6, 2021 Bonded through National Notary Asso.

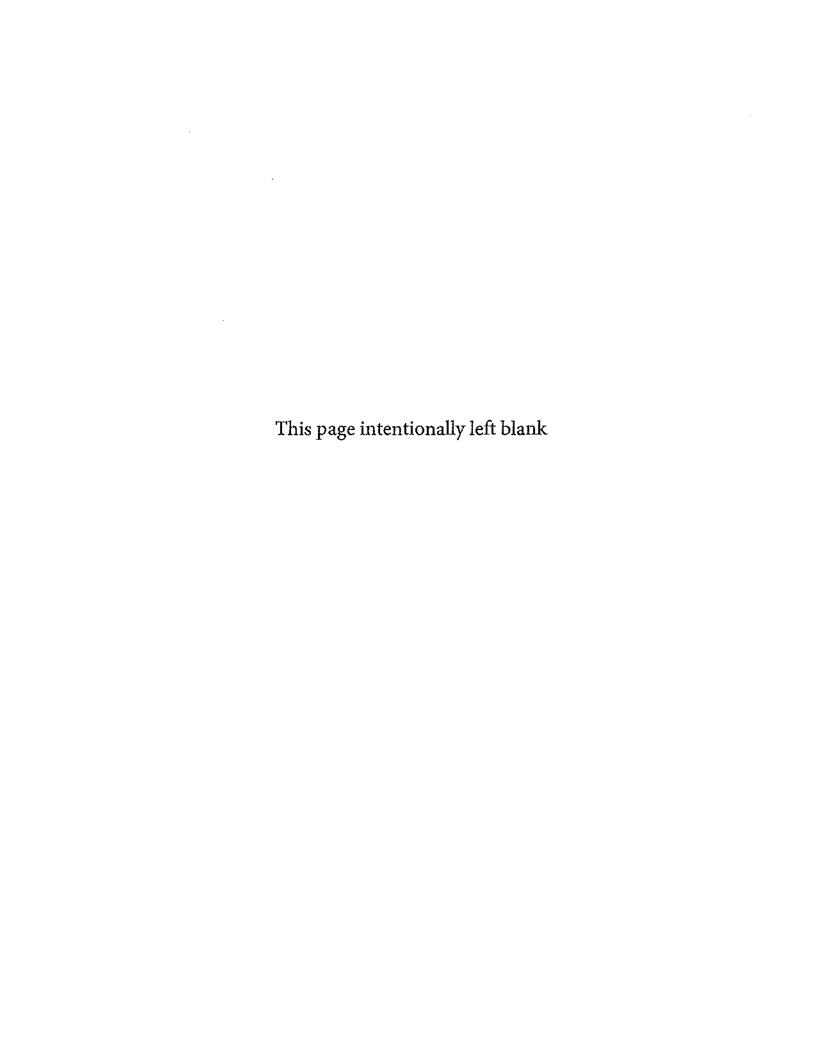
School Board of Broward County - Contractors & Vendors

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.



PSA Attachment 7

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

(Rev. November 2017) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

	1 Name (as shown on your income tax return). Name is required on this line;	do not leave this line blank.							
	PROFESSIONAL SERVICE INDUSTRIES, INC.								
	2 Business name/disregarded entity name, If different from above								
ige 3.	Check appropriate box for federal tax classification of the person whose refollowing seven boxes.	ame is entered on line 1. Cho	eck only one	of the			(codes		
s on ps	6. Individual/sole proprietor or C C Corporation S Corporation Partnership Trust/estates single-member LLC				instructions on page 3):				
8.5					cxem	n payee	code (if	ану)	<u>-</u>
\$ 15	Limited liability company. Enter the tax classification (C=C corporation,	•	,		_				
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check the 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.					etion fro (if any)	m FATC	A repoi	ting
9	☐ Other (see instructions) ►						meinteined	feutside (ha U.S.)
Ϋ́	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's	s name a	nd add	ress (op	tional)		
See	545 E. ALGONQUIN ROAD								
-	6 City, state, and ZIP code								
	ARLINGTON HEIGHTS, IL 60005								
ŀ	7 List account number(s) here (optional)								
Par	Taxpayer Identification Number (TIN)								
	our TIN in the appropriate box. The TIN provided must match the na			ocial sec	urity n	umber			
	o withholding. For individuals, this is generally your social security nunt alien, sole proprietor, or disregarded entity, see the instructions fo		ora					ΤÏ	
entities	s, it is your employer identification number (EIN). If you do not have a	a number, see How to de	ta				"		
TIN, la			or						
	f the account is in more than one name, see the instructions for line	1. Also see What Name (end E	mployer	identif	cation	ınınbet		
Numbe	er To Give the Requester for guidelines on whose number to enter.		3	7.	- 0	9 6	2 0	9	0
				' "		3 0	12 0	3	<u> </u>
Part	II Certification								
Under	penalties of perjury, I certify that:								
2. I am Serv	number shown on this form is my correct taxpayer identification nur not subject to backup withholding because; (a) I am exempt from b rice (iRS) that I am subject to backup withholding as a result of a fail onger subject to backup withholding; and	ackup withholding, or (b)	I have not	been no	otifled	by the	Internal		
3. Lam	a U.S. citizen or other U.S. person (defined below); and								
4. The	FATCA gode(s) entered on this form (if any) indicating that I am exer	mpt from FATCA reportin	g is correc	t.					
you har acquisi	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 (IFA), 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.						nts		
Sign Here	Signature of Marie 250	E	Date ►	03	(13	120	118		
Ger	eral Instructions	• Form 1099-DIV (div	vlđends, ini	cluding	those	from st	ocks or	mutu	ai
Section references are to the Internal Revenue Code unless otherwise noted.		Form 1099-MISC (various types of income, prizes, awards, or gross				ross			
		• Form 1099-MISC (various typ	es of inc	come,	prizes,	awards	, u, g	
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted	 Form 1099-MISC (reproceeds) Form 1099-B (stoctransactions by broken) 	k or mutua ers)	l fund s	ales ar	nd cert	ain othe		
related after th	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted sey were published, go to www.irs.gov/FormW9.	Form 1099-MISC (proceeds) Form 1099-B (stoc transactions by brok Form 1099-S (proc	k or mutua ers) eeds from	l fund si real est	ales ar ate tra	nd cert	ain othe ons)	r	
related after th	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted	 Form 1099-MISC (proceeds) Form 1099-B (stoc transactions by brok Form 1099-S (proc Form 1099-K (merc 	k or mutua ers) eeds from chant card	l fund si real est and thir	ales ar ate tra d part	nd cert insaction	ain othe ons) ork trans	r sactio	,
related after the Purp An indi- information	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted between published, go to www.irs.gov/FormW9. DOSE OF Form Vidual or entity (Form W-9 requester) who is required to file an eation return with the IRS must obtain your correct taxpayer	 Form 1099-MISC (proceeds) Form 1099-B (stocetransactions by broken 1099-S (proceeds) Form 1099-K (merceeds) Form 1098 (home reference) 	k or mutua ers) eeds from chant card mortgage fi	il fund si real est. and thir nterest),	ales ar ate tra d part	nd cert insaction	ain othe ons) ork trans	r sactio	,
related after the Purp An indi- informa- identifi	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted sey were published, go to www.irs.gov/FormW9. POSE of Form vidual or entity (Form W-9 requester) who is required to file an	 Form 1099-MISC (proceeds) Form 1099-B (stoc transactions by brok Form 1099-S (proceeds) Form 1099-K (merceed) Form 1098 (home received) 	k or mutua ers) eeds from chant card mortgage (i	I fund so real est, and thir nterest),	ales ar ate tra d part 1098	nd cert nsaction y netwo	ain othe ins) ork tran: lent loai	er sactio n Inter	,

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.

Use Form W-9 only if you are a U.S. person (including a resident

allen), to provide your correct TIN.

(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)

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 allen;
- 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.
- 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.
- 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 allen 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:

- You do not furnish your TIN to the requester,
- 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
- 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

Lîne 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)(ii). 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 1094-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
- $9\!-\!\text{An}$ 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 payers 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			

¹See 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 f

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 ordine 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 TIIN, 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.

- 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.
- 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:		
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account		
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' The actual owner'		
Sole proprietorship or disregarded entity owned by an individual	The owner ^a		
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:		
Disregarded entity not owned by an individual	The owner		
8. A valid trust, estate, or pension trust	Legal entity		
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation		
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		
 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)() (B)) 	The trust		

¹List 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.

- 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 EfN (if you have one), but the IRS encourages you to use your SSN.
- 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 listelf is not designated in the account title.) Also see Special rules for pertnerships 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.

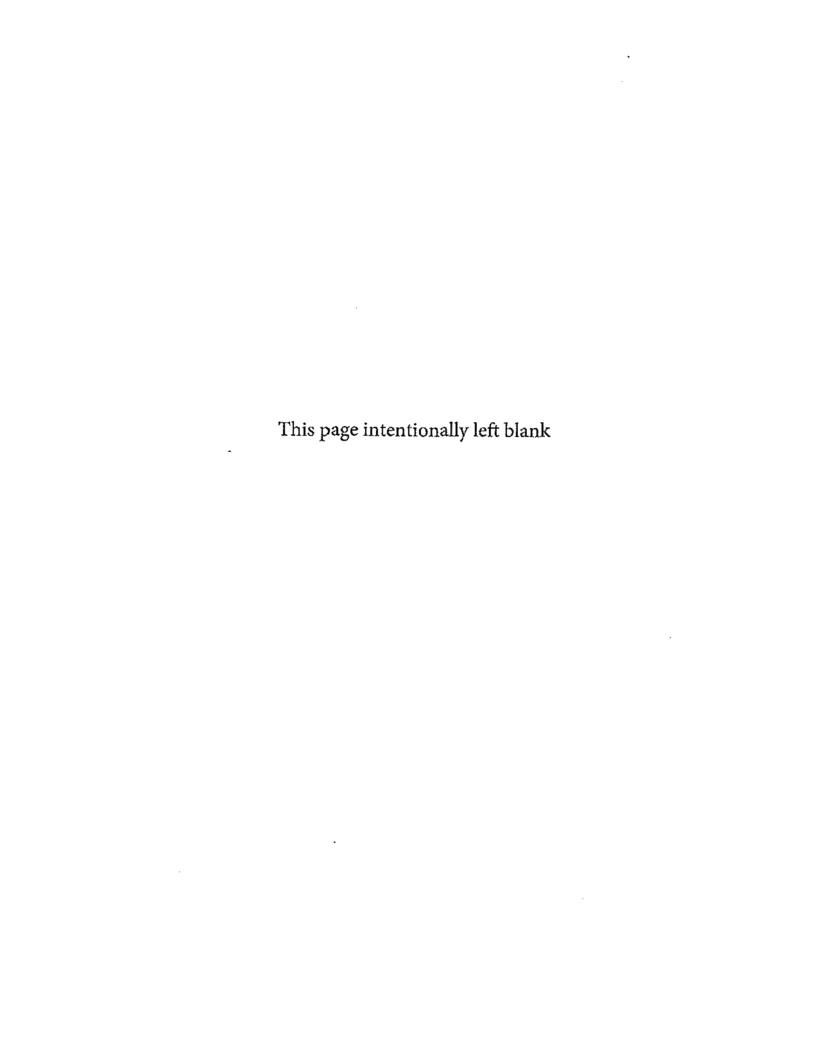
If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at span@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 pald; 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.

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





Professional Service Industries, Inc. an Intertek Company (Intertek-PSI) 6500 NW 12th Avenue, Suite 116 Fort Lauderdale, FL 33309

Tel 954-267-0965 Fax 954-267-0944 intertek.com/building www.pslusa.com

PROJECT NAME: Open-End Professional Services Agreement for GEOTECHNICAL ENGINEERING SERVICES

AMOUNT OF CONTRACT: Not to Exceed \$3,000,000.00

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:

Open-End Professional Services Agreement for GEOTECHNICAL ENGINEERING SERVICES

Are accurate, complete and current as of

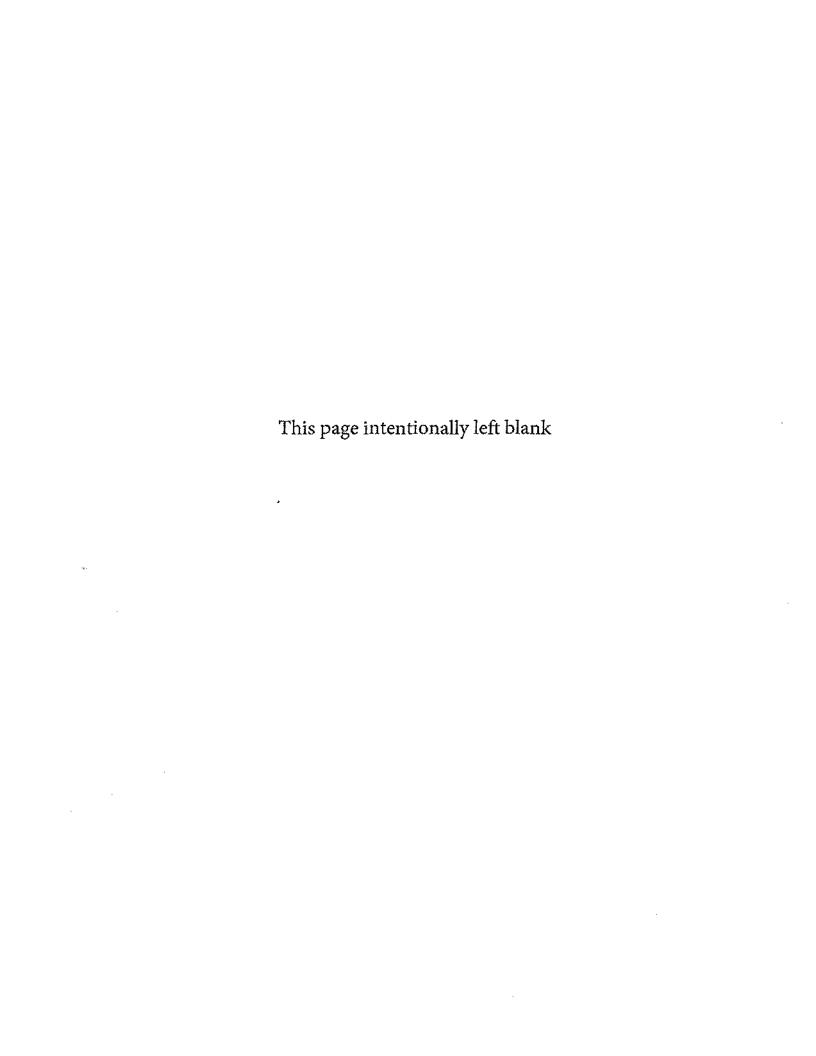
(Day) (Month) (Voor)

FIRM: Professional Service Industries, Inc.

President: Doug Dayton, PE

Reference: Florida Statutes 287.055







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

VENDOR NAME: Professional Service Industries, 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.

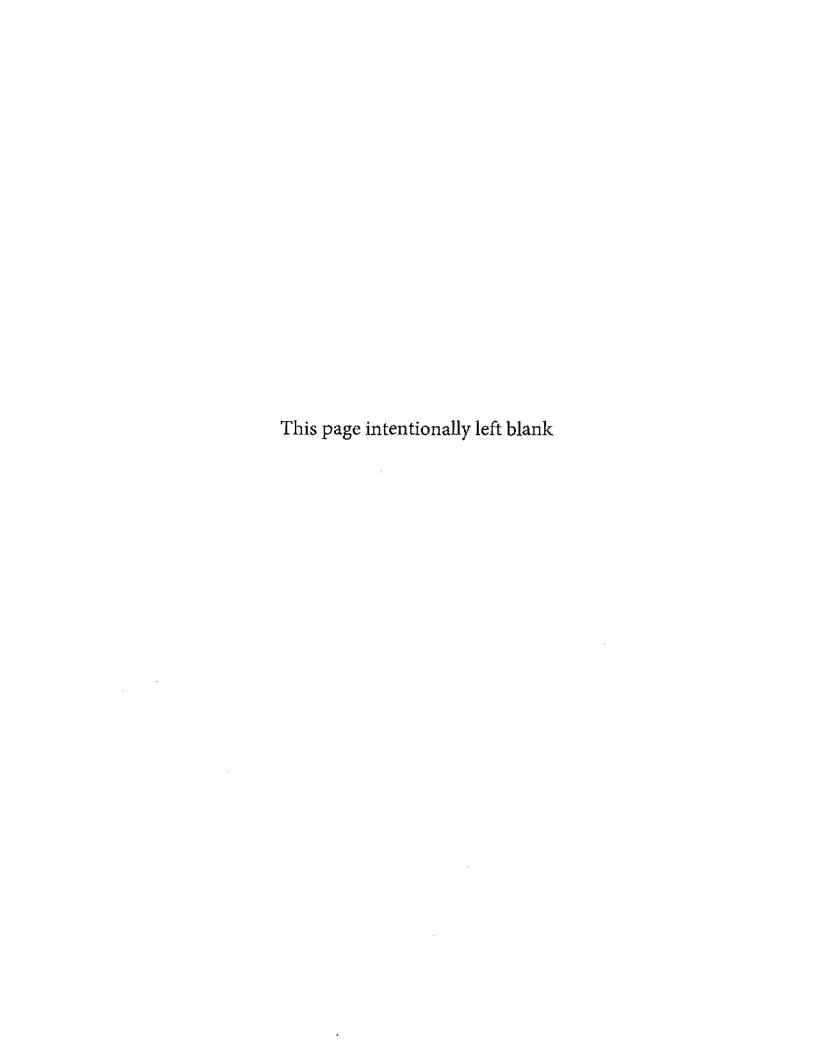
DIOVISIONS OF U.S. IAW	Account Info	rmation		./	
Name of Bank or F	inancial Institution: Bank of Americ	ca	·		
Branch/ State:	Lucas, TX 75002				
Routing No:	ABA for ACH: 111000012				
Account No:	4427970188	Checking	·	Savings	ı
VENDOR AREA: Remittance Confirma (please select one)	ation: Roger.Dickman@psiusa.co	m Fax		Email	
Federal Identification Vendor	1 No. 37-0962090	TAX ID	#	SS# □	
	Update Purchase Ord	er Fax & Email Address			
Centralized Fax Num	ber <u>954-267-0944</u>		Dept.		
Centralized Email	ernesto.ramos@psiusa.co	m.			
Centralized Phone N	o. <u>954-267-0965</u>		Dept		_
	Sign	nature			
Authorized Signature (Primary) and Busine	ess title Athlic Aming a Cred	lit Manager	Date: 5/1	17/2018	
Authorized Signature (Joint) and Business	e title:		Date:		
	Please attach a VOIDED check to verify bar	nk details and routing number.	,		
773	This form must be returned to: SB&C - Pur 20 W. Oakland Park Blvd, Sunrise FL 33351 cal		3		
-					
	For Use by DATA	STRATEGY GROUP			
Vendor Account	# Da	te Entered	Initials:	······	
Board of Broward Co	ounty				

RFQ # and NAME Open-End Professional Services Agreement for GEOTECHNICAL 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
		4
	esperante and the state of the	
Check one of the following and sign:		
I hereby affirm that there are no l	known persons employed by Proposer who are a	also an employee of SBBC.
I hereby affirm that all known pe identified above.	rsons who are employed by Proposer, who are	also an employee of SBBC, have beer
MUNI	Professional Service	e Industries, Inc.
8 gnature	Company	Name
Doug Dayton, PE	6500 NW 12th Ave	nue, Suite 116
Name of Official	Business A	ddress
	Fort Lauderdale, FL 33309	
	City, State, Zip Code	





Professional Service Industries, Inc. (an Intertek Compony) Intertek-PSI 6500 NW 12th Ave., Suite 116 Fort Lauderdale, Fl. 33309 Tel 954-267-0965 Fax 954-267-0944 www.psiusa.com intertek.com/building

April 30, 2018

Shari Francis, Purchasing Agent III
Procurement & Warehousing Services, Suite 323
The School Board of Broward County
7720 West Oakland Park Blvd.
Sunrise, FL 33351
P: 754-321-0521 F: 754-321-0534
shari.francis@browardschools.com

RE: RFQ# 17-115C - Continuing Contracts — Design Professional Services for Geotechnical Engineering

Ms. Francis:

We are pleased to submit our fee proposal for the above referenced project.

Minority/Women Business Enterprise (M/WBE) Participation:

PSI is dedicated to promoting the economic development and growth of minority and women-owned business enterprises and commits to meeting or exceeding the SBBC's 25% M/WBE participation goal for this contract. Therefore, In addition we have teamed with *Absolute Civil Engineering Solutions, LLC (ACES)*. Located in Broward County and certified by SBBC as a WBE. ACES offers a full range of geotechnical engineering and testing services from pre-construction through post-construction. PSI and ACES have an exceptional and long-time working relationship. We have worked together on multiple projects and together will be able to provide the SBBC with an array of geotechnical and testing services. Please find ACES current Broward County Public Schools Supplier and Diversity Outreach Program certificate attached.

Sincerely,

Professional Service Industries, Inc.

Morgan Dickinson, PE, SI

Principal Consultant/Regional Engineer

morgan.dickinson@psiusa.com

Ernesto Ramos, El

Branch Manager – Fort Lauderdale

ernesto.ramos@psiusa.com

Attachments:

ACES M/WBE Certificate

PSI Geotechnical Engineering Rate Worksheet "final"



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM 7720 W. Oaldand Park Blvd., Suite 323 Sunrise, FL 33351 754-321-0550

SCHOOL BOARD

Chibabby M, Freedman FloyGolf NORA REPERT ROHEN BARTLEMAN HEATHER P, BRINNWORTH PATRICIA GOOD DONNA R, KORN LAURIE RICH LEVINSON or rosalind oscood

> ROBERT W. RUNCIE Superinsendent of Arbook

June 29, 2017

Absolute Civil Engineering Solutions, LLC Ms. Tiffany Leal 4121 SW 47th Avenue Suite 1319 Davie, FL 33314

Dear Ms. Leal:

CONGRATULATIONS!

Your application for certification as a Minority/Women Business Enterprise (M/WBE) is approved. The enclosed certificate becomes valid when bids are advertised within your area of specialty. The Purchasing & Warehousing Services Department has entered into an agreement with DemandStar.com, a government bid service provider. Although it is not necessary to be registered with them to do business with The School Board of Broward County, Florida (SBBC), being a member of the DemandStar.com network provides many benefits. For more information on DemandStar.com, you may contact them at (800) 711-1712 or at www.demandstar.com. If your firm is qualified in the construction arena please visit http://www.broward.k12.fl.us/supply/sdop/construction-contracts.html for further assistance.

We encourage you to become an active bidder in the contracting and subcontracting opportunities with the SBBC. The following data reflects the manner in which your company is listed in the School Board's database.

Certificate Number: 7007-6721

Certification Status: Jun 29, 2017 until

Jun 28, 2020

Minority Status: White Female

(WBE)

Trade or Service: Geotechnical and Environmental Engineering

Materials Testing and Inspections **Engineering Consulting Services**

Your certification is valid for a three (3) year period, and it is subject to review in order to verify continued eligibility. Should any change occur which may adversely affect the minority status of your company, please notify the Supplier Diversity & Outreach Program Office within fifteen (15) calendar days. Failure to do so may result in de-certification of your minority/women certification status.

Should you have any questions regarding your certification status with the SBBC, please feel free to contact me at (754) 321-0540.

Sincerely,

leen 10) Robbs Colleen M. Robbs, Supplier Diversity & Outreach Coordinator

Procurement & Warehousing Services

Enclosure



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUPPLIER DIVERSITY & OUTREACH PROGRAM

A DIVISION OF PROCUREMENT & WAREHOUSING SERVICES

This Certifies

Absolute Civil Engineering Solutions, LLC

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)

5/29/2017	And the second s	7007-6721 11
flective Date		Certification Number
5/28/2020		Collein M.
xpiration Date		Colleen M. Robbs, Supplier Diver
. A final and a consequence of the final and a consequence of the cons		Coordinator



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

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotlated Unit Prices Company Professional Services Industries, Inc. Date Submitted: Monday, April 30, 2018

ITEM NO.	DESCRIPTION	UNIT	RATE	MULTIPLIER	TOTAL RATE
	ENGINEERING/ENVIRONMENTAL SERVICES				
1	Principal Engineer, P.B./Principal Geologist, P.G.	Per Hour	\$62.50	2.75	\$ 171.8
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	Per Hour	\$60.09	2,75	\$ 165.2
. 3	Project Engineer/Manager/Scientist	Per Hour	\$38.46	2.75	\$ 105.7
4	Staff lingineer/Scientist	Per Hour	\$38,46	2.75	\$ 105.7
Sa	Threshold Inspector, P.E., Senior Inspector	Per Hour	\$60.09	2,75	\$ 165.2
.5b	Threshold Agent	Per Hour	\$22,24	2.75	\$ 61.1
6	Roof Installation / Materials Inspector	Per Hour	\$32.73	2.75	\$ 90.0
7	A.C.I, Certified Technician (minimum Field Level 1)	Per Hour	\$20.26	2.75	\$ 55.7.
K	Environmental Technician	Per Hour	\$28.85	2,75	\$ 79.3
98	Senior Engineering Technician	Per Hour	\$28.85	2.75	\$ 79.3
9b	Engineering Technician	Per Hour	\$20.26	2.75	\$ 55.7
10	Certified Ration Specialist	Per Hour	\$36.80	2.75	\$ 101.2
	SUPPORT SERVICES				
11	CADD Operator	Per Hour	\$25.00	2.75	\$ 68.7
12	Technical Secretary	Per Hour	\$16.50	2.75	\$ 45.3
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour	\$20.50	2.75	\$ 563
14	Subcontracting Costs	Markup (%)	53/03/2004/03/20	0701	
	•				
15	Supplemental Services Multiplier	Multiplier	2000 B	N/A	

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 (e.k.a. allowances) should be direct costs with no mark-up.



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 3 Fort Lauderdale, Florida 33311

Attachment 11 [754] 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Professional Services Industries, Inc. Company Professional Services Industries, Inc.

Name: Professional Services Industries, Inc.

Subconsultant Absolute Civil Engineering Solutions, LLC

Name: Absolute Civil Engineering Solutions, LLC

Role: Cotechnical & Materials Testing Services

Date Submitted: Monday, April 30, 2018

ITEM NO.	DESCRIPTION	UNIT	RATE	MULTIPLIER	TOTAL RATE
	ENGINEERING / ENVIRONMENTAL SERVICES		90000000000000		269 (2002) 2 63
1	Principal Engineer, P.E./Principal Geologist, P.G.	Per Hour	\$51.37	2.75	\$ 141.27
2	Senior Engineer, P.E./Senior Geologist, Principal Geologist	 Per Hour	\$49.05	2.75	5 134.89
3	Project Engineer/Manager/Scientist	 Per Hour	\$38.00	2.75	\$ 104,50
4	Staff Engineer/Scientist	Per Hour	536.80	2.75	\$ 101,20
.5a	Threshold Inspector, P.E., Senior Inspector	 Per Hour	\$49.05	2.75	\$ 134.89
5b	Threshold Agent	 Per Hour	\$30.00	2.75	\$ 82.50
7	A.C.I. Certified Technicion (minimum Field Level 1)	 Per flour	\$30.00	2.75	\$ 82.50
- 8	Environmental Technician	Per Hour	530.00	2.75	\$ 82.50
9a	Senior Engineering Technician	Per Hour	\$30.00	2.75	\$ 82.50
9ъ	lingineering Technician	Per Hoor	\$25.00	2.75	\$ 68.75
	SUPPORT SERVICES				
11	CADD Operator	Fer Hour	\$25,00	2.75	\$ 68.75
12	Technical Secretary	 Per Hour	\$19.48	2.75	\$ 53.57
13	Maintenance of Traffic (MOT) (Personnel)	Per Hour	\$28.14	2.75	\$ 77,39



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

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company Professional Services Industries, inc. Date Submitted: Monday, April 30, 2018 Name:

ITEM NO.	DESCRIPTION	UNIT	Performed in Lab (L), Field (F), or Both (B)	RATE	IN-ROUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
18771 (18 <u>16)</u>	GEOTECHNICAL EXPLORATION SERVICES				23/24/24/25/14/25/25/25/2	1600844,000P468677
16	Mobilization/Demobilization - Drill Rig & Crew	75.500.50000000000000000000000000000000			\$44.65 \	ingerija karantar
162	Mobilization/Demobilization - Drill Rig & Crew (Truck Rig)	Lump Sum	F	\$400,40	Ϋ́Υ	ACES
16b	Mobilization/Demobilization - Drill Rig & Crew (Track Rig)	Lump Sum	F	\$600.00	Y	
16c	Mobilization/Demobilization - Drill Rig & Crew (Mad Bug Rig)	Lump Sum	F	\$600.00	Y	ACES
16d	Mobilization/Demobilization - Drill Rig & Crew (Mini Rig)	Lump Sum	Įř.	\$600.00	N	
1.fic	Mobilization/Demobilization - Drill Rig & Crew (Tri-pod)	Lump Sum	F	\$300.00	Y	ACES
17	Standard Penetrating Test Borings (ATSM D-1586), Truck Rig, Track Rig, or Mud Hug Rig	2000 Section 1980 Se	Artista (Service Service)			
17s	0 - 50 Foot Depth Interval	Per L.F.	F	\$15.00	Y	ACES.
17b	51 - 100 Foot Depth Interval	Per L.F.	F	\$17.00	Y	ACES
17c	101 - 150 Foot Depth Interval	Per 1_F.	ρ	\$20.00	Y	ACES
18	Augut Borings (Drill Rig ASTM 4700)	974883339778985		eggpewerself		3010000 00
18a	0 - 50 Foot Depth Interval	Per L.F.	F	\$13.00	Y	ACES.
18b	51 - 100 Foot Depth Interval	Per L.F.	F	\$15.00	Y	ACES
18c	101 - 350 Foot Depth Interval	Per L.F.	F	\$20.00	Υ	ACES
ţ9	Cone Penetration Testing					
192	0 - 50 Foot Continuous Data Sampling	Per L.E.	_F	\$20.00	N	ACES
195	51 - 100 Foot Continuous Data Sampling	Per L.P.	F	\$25.00	N	ACES
19c	101 - 150 Foot Continuous Data Sampling	Per LF,	F	\$30.00	N	ACES
20	Undisturbed Samples (Shelby Tubes)		satus (A <u>A) (A</u> araganga)		arangki kitarayan	9446
20a	0 - 50 Foot Depth Interval	Per Samplo	£	\$100.00	Y	ACES
206	51 - 100 Foot Depth Interval	Per Sample	F	\$125.00	Y	ACES
21	Temporary Casing (3 or 4-inch Casing - Indicate which size(s) is being offered)					
212	0 - 50 Feet	Per L.F.	F	\$6.00	Y	ACK5
216	51 - 100 Feet	Per L.F.	F	\$8.00	Y	ACES
21¢	101 - 150 Feet	Per L.P.	F	\$10,00	Y	ACT/S



The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Port Lauderdaio, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Professional Services Industries, Inc.

Date Submitted: Monday, April 30, 2018

ITEM NO.	PESCHIPTION	UNET	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	rate	IN-MOUSE SERVICE (V/N)	LIST SUR/SUBS PROVIDING SERVICE
2552353555	GEOTECHNICAL EXPLORATION SERVICES - CONTINUED			120000000000000000000000000000000000000	enta versueke	
22	Temporary Casing (6-luch Casing)	AVENCY FEET OF	ş Siyletleriye şirliye iye		985 45346	Carrion Street,
224	0 - 50 Feet	Per L.P.	F	\$8.00	Y	
22b	51 - 100 Fect	Per L.F.	P	\$9,00	Y	
22c	10) - 150 Feet	Per L.F.	F	\$10.00	Y	
23	Muck Probing					707777 THE P. V. LEW
23a	2-Man Crew	Per Hour	F	\$91,52	Y	ACES
23b	3-Mau Crew	Per Hour	F	\$137.28	Y	
24	Permeability Tests - Field (Exfitration up to 15 Ft)	Per Test	J ²	\$400.00	Y	
2.5	Field Instrumentation Equipment	Upon Request	P	Cost + (%Markup)	Υ	
26	Drift Service from Plasting Platform	Upon Request	P	Cost + (%Markup)	Y	
27	Rock Coring (Trunk Mounted)	0.99640886600090				
27a	0 - 50 Foot Depth Interval	Per L.F.	P	\$45.00	Y	
27b	51 - 100 Foot Depth Interval	Per L.F.	F	\$50.00	Y	
27c	103 - 150 Foot Depth Interval	Per L.F.	F	\$80.00	Y	
28	Fillable Porosity	E(c/4009(07000000)				
28±	3" Casing	Per L.F.	F	\$31.00	N	
28h	4° Casing	Per l.F.	IF .	\$31,00	_ N	
29	Grow Barchales (0 - 50 Feet)	Per L.F.	F	\$7.00	Y	
30	Site Clearing Supervision	Per Hour	F	\$88.34	Y	ACT-S
31	Well Development/Monitoring	way kay pakasa				
31a	Well Development up to 20°	Per Hour	P	\$125.00	Y	ACES
315	Well Development up so 40'	Per Hour	F	\$115,00	Y	
31c	Munitoring Well 2" Diameter (up to 15)	Fach	F	\$700.00	Y	
31d	Concrete Pad Lock Above Ground	Rach	F	\$110,00	Y	
31e	Concrets Pad Flush to Ground with Lock	Each	P	\$120.00	Y	
32	Decontamination of Equipment	Per Hour	F	\$150.00	Y	ACES
33	Extra Split Spoons (Trank Mounted)	100440000000000000000000000000000000000				
33a	0 - 50 Feet	Per Sample	F	\$20,20	Y	ACE5
33b	51 + 100 Feet	Per Sample	F	\$25.20	Y	ACES
34	Ground Penetrating Rador (GPR) (No mobilization)	Per Day	F	\$950.00	Y	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Beard of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building S Fort Lauderdale, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company Professional Services Industries, Inc. Date Submitted: Monday, April 30, 2018 Name:

ITEM NO.	DESCRIPTION	UNIT	PERFORMED IN LAB (L), FIELD (F), or BOT(UB)	RATE	IN-ROUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
	GEOTECHNICAL EXPLORATION SERVICES - CONTINUED		AND THE PROPERTY OF THE PARTY O			
35	Pile Testing & Monitoring	700047007000000000			NEW YORKSTON	Mark Services
35a	EDC Equipment	Each	ji ji	\$700.00	Υ	
35b	EDC Equipment Mubilization	Day	F	\$400.00	Y	
35c	PDA Equipment	Fach	F	\$600.00	Y	
354	PDA Equipment Mobilization/Demoblization	Day	F	\$250.00	Y	
35e	Monitoring PDA	Per Hour	F	\$79.34	Ŷ	
35f	Pile Installation Observation	Per Hour	F	\$79.34	Y	
35g	CAPWAP Analysis	Day	F	\$400.00	Y	
35h	GRLWEAP Analysis	Each	F	\$575.00	Y	
36	TIP Equipment Mobilization	Each	P	\$300,00	Y	
	Additional Tests	10000000000000000000000000000000000000			570% STATE (C. 68)	878(888993)
372	Sigsmograph & Sound Level Meter	Per Day	F	\$350.00	Y	
37b	Vibration & Noise Monitoring (Equipment only)	Per Day	ų	\$350.00	Y	
37c	Static Load Test	Per Test	F	TB()	Y	
MAXION SAN	ENVIRONMENTAL SERVICES	. Avalourus (S.X				75-11-12-20-11-11-12-1-12-1-12-1-12-1-12-
39	OYA Rental	Per Day	B	\$150.00	Y	ACES
40	Groundwater Sample Analysis by EPA	Each	В	Cost + (%Markup)	Y	ACES
41	Soil Sample Analyzed for EPA Methods	Fach	B	Cost + (%Markup)	Y	ACES
42	Encore Samples, Low Level Soil Sample	Each	В	included in cost of soil sample	Y	ACES
42a	VOCs by FPA Method 8260	Each	В	\$100,00	Y	ACES
42b	SVOCs by EPA Method	Each	В	\$210.00	Y	ACES
42c	PAHs SIM by EPA Method 8270	Each	В	\$75.00	Y	ACES
42d	RCRA 8 Metals by EPA Method 6010	Fact	В	\$85.00	Y	ACES
42e	Metals By EPA Method 6010	Each	В	\$25.00	Y	ACES
421	TRPH by FI-PRO	Each	13	\$75.00	Y	ACES

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The School Board of Broward County, Florida Office of Facilities Construction 2301 NW 26th St., Building 8 Fort Landerdale, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

Company Professional Services Industries, Inc.

Date Submitted: Monday, April 30, 2018

STEM NO.	DESCRIPTION	UNIT	PERFORMED IN LAB (I.), FIELD (F), or BOTH (B)	RATE	in-house service (y/n)	LIST SUB/SUBS PROVIDING SERVICE
S(1)/81/2/2/2015	LABORATORY-TESTING					
43	Anerberg Limits	2009/3009/300000000000000000000000000000			344.0303335573555503	<u> </u>
431	Liquid Limit and Plastic Limit	Per Sample	<u> </u>	\$85,80	Y Y	ACES
44	Grain Size Distribution	Per Sample		\$73,22	Y	ACES
45	Percent Fines (Wash No. 200 Slove)	Per Sample	L	\$45,00	Y	ACES
45	Hydrometer Analysis with Grain Size Distribution	Per Sample	L	\$100.00	Y	ACES
47	Organic Content Determination	Per Sample	L L	\$58,00	Y	ACES
48	Moisture Content	Per Sample	1. 1.	\$20,00	Y	ACES
49	Specific Gravity (fine aggregate/soil)	Per Sample	L/	\$75.00	Y	ACES
50	Specific Gravity (coarse aggregate)	Per S≅mple	L	\$70,00	Y	ACES
51	Consolidation	Per Sample	I.	\$650.00	Y	ACES
51a	With Hysteresis Loop	Per Loop	L L	\$350.00	<u>Y</u>	ACES
52	Permeability Tests - Laboratory	24(00)(00)(00)			Medywydd Meddy	
52a	Granular Soil (Constant Head)	Per Sample	L	\$250.00	<u>Y</u>	ACES
52b	Cobesive Soil (triaxial, back pressure saturated)	Per Sample	L L	\$400,00	У "	ACES
53	Unconfined Compression Tests	Per Sample	t.	\$45,32	Y	ACES
54	při	Per Sample	L	\$35.00	Y	ACES
55	Resistivity	Per Sample	L	\$45,00	Y	ACES
56	Chloride	Per Sample	L	\$40.00	Y	ACES
57	Sulfate or Sulfide	Per Sample	L	\$40,00	Y	ACES
58	Corrosion Resistance (plt, R. Ci, Su)	Per Sample	T.	\$150.00	Y	ACES
59	Turbidity (sample FOB laboratory)	Per Sample	Į,	\$60,00	Y	ACES
60	Rock Core Testing	20017 (1001 (100 (100 E)				
60a	Unit Weight	Per Sample	L	\$65.00	Y	
60b	Unconfined Coppression Tests	Per Sample	L	\$90,00	Y	
60c	Splitting Tensile Tests (Minimum of 3)	Per Sample	1,	\$90,00	Y	
604	Rock Core Boxes	Per Sample	i.	\$45.00	Ÿ	

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

Attachment 11 [754] 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company Professional Services Industries, Inc. Date Submitted; Monday, April 30, 2018

гтем NO,	DESCRIPTION	GNET	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
6-07/98/80/08-	SOILS TESTING					WWW.
61 :	Field Deasity Tests (Minimum 5 tests) (ASTM D1556-90 - Method D)	Per Test	F	\$37.75	Y	ACES
62	Limerock Bearing Ratio (LBR)	Per Sample	1.	\$300.40	Y	ACES
63	Standard or Modified Proctor (ASTM D698 or D1557-91)	Per Sample	1.	\$154.74	Y	ACES
64	Double Ring Infiltrometer Test	Per Test	F	\$450,00	_Y	ACES
65	Soil-Cement, Field Inspection and Testing	Per Hour	ţ.	\$72.07	Y	
66	Soil-Cement, Laboratory Design Mixes (FGB Laboratory, FDOT Method)	Per Mix	I.	\$750.00	Y	
67	Soil-Coment, Laboratory Design Mixes (FOB Laboratory, PCA Short Cut Method)	Per Mix	L	\$750.00	Y	
68	Soil-Cement Compressive Strength (3 Pills)	Per Set	t.	00,002	Y	
68a	Each Additional Pill	Each	L	\$33.00	Y	
69	Soil-Comeat Field Program	Each	į?	\$60,00	Y	
70	Relative Density Test (Minimum - Maximum)	Per Test	F	\$188,76	Y	
71	California Bearing Ratio	Per Sample	1.	\$350,00	Y	
72	Soil Plate Load tests (ASTM)	Per Test	F	\$600.00	Y	
guilles, etvy	CONCRETE TESTING SERVICES	\$				40,127-1117-117-117-117-1
73	Mold, Transport, Cure, and Testing			NAKATA KARAWA	4000	
732	Concrete Tests (Standard 4"x 8" Cylinder. (Concrete Temperature Test and Slurop Test) (Fer ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3)	Per Set	F	\$125,84		
			r	\$143,04	Y	ACES
73b	Concerte Tests (Standard 6'x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3)	Per Sex	# #	\$125.84	Y	ACES
73b 73c	Concrete Tests (Standard 6"x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM	<u> </u>				ACES
	Concrete Tests (Standard 6'x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3) Walning Beyond 1 Hour of Arrival at Site Extra Slump Test (ASTM C143)	Per Sex	¥	\$125.84	Y Y Y	
73c	Concrete Tests (Standard 6"x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3) Walting Beyond 1 Hour of Arrival at Site	Per Set Per Hour	F F	\$125.84 \$52.55	YY	
73c 73d	Concrete Tests (Standard 6'x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3) Walning Beyond 1 Hour of Arrival at Site Extra Slump Test (ASTM C143)	Per Set Per Hour Per Test	F	\$125.84 \$52.55 \$35.52	Y Y Y	
73c 73d 73e	Concrete Tests (Standard 6'x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section T" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3) Walting Beyond 1 Hour of Arrival at Sine Extra Slump Test (ASTM C143) Aft Content Volumetric Method (ASTM C231)	Per Set Per Hour Per Test Per Test	F F	\$125.84 \$52.55 \$35.52 \$40,40	Y Y Y Y	
73c 73d 73e 73f	Concrete Tests (Standard 6'x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3) Walting Beyond 1 Hour of Arrival at Size Extre Slump Test (ASTM C143) Air Contest Volumetric Method (ASTM C231) Unit Weight and Relative Yield of Fresh Concrete	Per Set Per Hour Per Test Per Test	F F	\$125.84 \$52.55 \$35.52 \$40,40	Y Y Y Y	
73c 73d 73e 73f 74	Concrete Tests (Standard 6'x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3) Walting Beyond 1 Hour of Arrival at Site Extra Slump Test (ASTM C143) Air Content Volumetric Method (ASTM C231) Unit Weight and Relative Vield of Feesh Concrete Concrete Cylinders - Compression Tests	Per Set Per Hour Per Test Per Test Per Test	# F F F	\$125.84 \$52.55 \$35.52 \$40.40 \$45.76	Y Y Y Y	
73c 73d 73e 73f 74 74a	Concrete Tests (Standard 6'x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3) Walning Beyond 1 Hour of Arrival at Site Extra Slump Test (ASTM C143) Air Content Volumettic Method (ASTM C231) Unit Weight and Relative Vield of Fresh Concrete Concrete Cylinders - Compression Tests Compression Tests of 6" x 12" Cylinders	Per Set Per Hour Per Test Per Test Per Test Per Cylinder	# F F E	\$125.84 \$52.55 \$35.52 \$40.40 \$45.76	Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	
73c 73d 73e 73f 74 74a 74b	Concrete Tests (Standard 6'x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section T Lab. Strength Tests per C39 using C617 or C1231) (Set of 3) Wa(sing Beyond 1 Hour of Arrival at Size Exits Slump Test (ASTM C143) Air Content Volumetric Method (ASTM C231) Unit Weight and Relative Yield of Fresh Concrete Concrete Cylinders - Compression Tests Compression Tests of 6" x 12" Cylinders Compression Tests of 4" x 8" Cylinders	Per Set Per Hour Per Test Per Test Per Test Per Cylinder Per Cylinder	F F F L	\$125.84 \$52.55 \$35.52 \$40.40 \$45.76 \$20.00 \$20.00	Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	
73c 73d 73e 73f 74 74a 74b 74c	Concrete Tests (Standard 6'x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section T" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3) Walsing Beyond 1 Hour of Arrival at Six Exits Slump Test (ASTM C143) Air Content Volumetic Method (ASTM C231) Unit Weight and Relative Yield of Fresh Concrete Concrete Cylinders - Compression Tests Compression Tests of 6" x 12" Cylinders Compression Tests of 4" x 8" Cylinders Lightweight Concrete Wet Density Test (ASTM C495)	Per Set Per Hour Per Test Per Test Per Test Per Cylinder Per Cylinder Per Cylinder Per Cylinder	F F F L L L I,	\$125.84 \$52.55 \$35.52 \$40.40 \$45.76 \$20.00 \$20.00 \$42.00	Y Y Y Y Y Y Y Y	
73c 73d 73e 73f 74 74a 74b 74c 74d	Concrete Tests (Standard 6'x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3) Walsing Beyond 1 Hour of Arrival at Sike Extra Slump Test (ASTM C143) Air Contest Volumetric Method (ASTM C231) Unit Weight and Relative Yield of Fresh Concrete Concrete Cylinders - Compression Tests Compression Tests of 6" x 12" Cylinders Compression Tests of 4" x 8" Cylinders Lightweight Concrete Wet Density Test (ASTM C495) Lightweight Concrete Thermal Transmission Test (ASTM C177)	Per Set Per Hour Per Test Per Test Per Test Per Cylinder Per Cylinder Per Cylinder Per Cylinder Per Cylinder Per Cylinder	F F F F I T L L L L L L L L L L L L L L L L L L	\$125.84 \$52.55 \$35.52 \$40.40 \$45.76 \$20.00 \$20.00 \$22.00 \$42.00 \$345.76	Y Y Y Y Y Y Y Y Y Y Y Y Y	ACES
73c 73d 73e 73e 731 74 74a 74a 74b 74c 74d	Concrete Tests (Standard 6"x 12" Cylinder, (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section 7" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3) Walsing Beyond 1 Hour of Arrival at Site Extra Slump Test (ASTM C143) Air Content Volumetic Method (ASTM C31) Unit Weight and Relative Vield of Fresh C301) Unit Weight and Relative Test of Concrete Concrete Cylinders - Compression Tests Compression Tests of 6" x 12" Cylinders Compression Tests of 4" x 8" Cylinders Lightweight Concrete Wet Density Test (ASTM C495) Lightweight Concrete Thermal Transmission Test (ASTM C177) Ficaural Beams	Per Set Per Hour Per Test Per Test Per Test Per Cylinder Per Cylinder Per Cylinder Per Cylinder Per Cylinder Per Cylinder	F F F F I T L L L L L L L L L L L L L L L L L L	\$125.84 \$52.55 \$35.52 \$40.40 \$45.76 \$20.00 \$20.00 \$22.00 \$42.00 \$345.76	Y Y Y Y Y Y Y Y Y Y Y Y Y	ACES
73c 73d 73e 73f 74 74a 74a 74b 74c 74d 75	Concrete Tests (Standard 6"x 12" Cylinder. (Concrete Temperature Test and Slump Test) (Per ASTM C31 "Section T" Lab. Strength Tests per C39 using C617 or C1231) (Set of 3) Waking Beyond 1 Hour of Arrival at Site Exits Slump Test (ASTM C143) Air Content Volumetric Method (ASTM C231) Unit Weight and Relative Vield of Fresh Concrete Concrete Cylinders - Compression Tests Compression Tests of 6" x 12" Cylinders Compression Tests of 4" x 8" Cylinders Lightweight Concrete Wet Density Test (ASTM C495) Lightweight Concrete Thermal Transmission Test (ASTM C177) Figurus Beams Concrete Coring	Per Set Per Hour Per Test Per Test Per Test Per Cylinder Per Cylinder Per Cylinder Per Beam	F F F L L L L L L L L L L L L L L L L L	\$125.84 \$52.55 \$35.52 \$40.40 \$45.76 \$20.00 \$20.00 \$42.00 cost + m/u \$69.00	Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	ACES

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Florida Office of Facilities Construction 2301 XW 26th St., Building 6 Fort Lauderdaic, Florida 32311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices Company Professional Services Industries, Inc. Date Submitted: Monday, April 30, 2018

etem no.	DESCRIPTION	UNIT	PERFORMED IN LAB (L), FIELD (F), or BOTH (B)	RATE	IN-HOUSE SERVICE (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
	CONCRETE TESTING SERVICES CONTENUED					· · · · · · · · · · · · · · · · · · ·
77	Concrete Ready Mix Plant or Job Inspection	Per Hour	F	\$85.00	Y	ACE5
77a	Sieve Analysis, Fine Aggregate	Per Sample	<u>l</u>	\$73.22	Y	ACES
775	Sieve Analysis, Coarse Angregate	Per Sample	I,	\$73.22	Y	ACES
77c	Absorption	Per Sample	L L	\$65.00	Y	ACT;S
77d	Specific Gravity	Per Sample	L l	\$75.00	Υ	ACE5
77e	Unit Weight	Per Sample	L	\$75.00	Y	ACE5
77£	Material Finer than No. 200 Sieve	Per Sample	L	\$45,00	<u>Y</u>	ACES
77g	Organic (Columetric ASTM C40)	Per Sample	L.	\$45.00	Υ	ACES
77h	Los Angeles Abrasion	Per Sample	ı.	\$250.00	Y	ACES
771	Soundness (5 cycle)	Per Sample	L.	\$250.00	Y	ACES
78	Floor Flatness (Levelness	NEW WAY WAY WAY TO THE			Control (Control (Con	
78a	Equipment Charge	Each	F	\$150.00	Y	
78b	Up to 20,000 Square Feet	Each	F	\$500.00	Y	
78c	From 20,000 Square Feet to 40,000 Square Feet	Each	F	\$650,00	Y	
78d	Greater than 40,000 Square Feet	Each	F	\$750.00	Y	
79	in-Situ Testing (Swiss Hammer, Windsor Probe, Etc.)	Per Hour	F	\$90.00	Y	
791	Windsor Probe Shots	Per Shot	F	\$60.00	Y	
80	Moisture Emissions	2070074000007500				
800	Moisture Emissions per Kit	Per Kia	F	\$60.00	Υ	
80b	Moisture Emissions per Hour	Per Hour	F	\$70.00	Y	
190000000000000000000000000000000000000	MASONRY TESTING SERVICES	98849869998				
81	Compressive Strength (ASTM C140) Iad only	Each	L L	\$62.92	Y	
82	Absorption and Moisture Content (ASTM C140)	Each	L.	\$62.92	Y	
83	Linear Shrinkage Tests of Concrete Block (ASTM C426) (Set of 3)	Per Set	L	\$125,00	Y	.,
84	Compressive Strength of Hotlow Masonry Prisms	Per Prism	ī, i	\$38.51	- V	
85	Compressive Strength of Grouted Masonry Prism (ASTM C109)	Per Prism	L	\$38.61	Y	
86	Mortar Cubes	Per Cube	L	\$32,00	Y	
87	Mortar Mix Design (ASTM C270)	Each	i i	\$750.00	Y	
88	Prisms Tests (ASTM C1314)	Per Prism	<u> </u>	\$31,45	Ÿ	
NAVE STATE	ASPIIALTIC CONCRETE TESTING SERVICES					
89	Asphalife Concrete Plant Inspection	Per Hour	F	\$85.00	Y	
90	Extraction and Gradation	Per Sample	L L	\$160.00	Y	
91	Marshall Stability (FOB Laboratory)	Per Set	L	\$135.00	Y	
92	Coring Pavement to Objain Density and Thickness Samples	Per Sample	F	\$100,00	Y	
93	Laboratory Testlog of Asphaltic Cores for Density	Per Core	I.	\$30,00	T V	

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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The School Board of Broward County, Plorida Office of Facilities Construction 2301 NW 26th St., Building 6 Fort Lauderdale, Florida 33311

Attachment 11 (754) 321-1500

Geotechnical Engineering Scope of Services and SBBC Negotiated Unit Prices

TEM NO.	DESCRIPTION	ENIT	PERFORMED IN LAD (L), FIELD (F), or BOTH (B)	RATE .	in-house service (Y/N)	LIST SUB/SUBS PROVIDING SERVICE
9986989	STRUCTURAL STREE/METALS/INSPECTION SERVICES	N. CO. C.		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	terri (ANTONOMERANTA)	
94	Inspection of Structural Steel and Fireptoofing (Weld, Bolts, Decking)	Per Hour	F	\$92.66	Y	
95	Septor Certified Welding Inspector (SCWI)	Per Hour	F	\$125.00	Y	
96	Certified Welding Inspector (CWI)	Per Hour	F	\$92,66	Y	
97	Non-Destructive Testing Equipment Usage Charge	ASSESSMENT OF THE PARTY OF THE				er utanisidae
973	Ultrasonic	Per Day	F	\$400.00	Y	100000000000000000000000000000000000000
97b	Magnetic Particle	Per Day	F	\$400.00	T V	
97c	Dve Peactrant	Per Day	P	\$400.00	Y	
98	Relaforcing Steel Inspector	Per Hour	F	\$92,66	T Y	ACE5
98a	Equipment Usage (i.e. Pachometer)	Per Hear		\$32.40	Ý Ì	ACES
300 S	ROOK TESTING SERVICES	NATIVE STREET				
99	Inspection and Analysis of Built-Up Roofing	Secretary Company of the S		986 CONTRACTOR OF THE	Angere and a second	WY1X210525770
99a	Monitoring Construction	Per Hour	F	\$90,00	Y	ACES
995	Analysis of New Built-Up Roofing Components (ASTM D3617) - Cutling and Patching by Contractor	Per Sample	F	\$170,00	Y	ACIS
99c	Analysis of Existing Built-Up Rooting Components (ASTM D2829) - includes Temp. Patching and Moisture Percentage	Per Sample	¥	\$195.75	Y	ACES
99d	Infrared Thermography of CMU Filled Cells & Moisture Intrusion - Inspection	Per Hour	F	\$90,00	Y	ACES
99e	Infrared Thermography of CMU Filled Cells & Moisture Intrusion - Equipment Change	Bach	F	\$250.00	Y	ACH3
99f	Pull Test (Roof Structure)	Per Test	1 17	\$59.30	Y	
992	Softening Point Test (ASTM D36)	Per Test	F	\$350,00	Y	
(Carlot 1977)	ASPHALT TESTING SERVICES	3577577785787				
100	Compaction Testing	STC-0-0280105760-010		ACCIONATION AND ACCIONA	Village Section 1	100000000000000000000000000000000000000
100a	Nuclear Gauge Method (Minimum 4 lests per visft)	Each	F	\$37,75	Y	
100b	Calibrated Drive Steeve Method	Each	- F	\$45.00	+ -	
101	Field Monitoring - Engineering Technician	Per Hour	 	\$52,55	 	
102		Per Hour	F	\$52.55	1 Y	
103	Field Standoy Time per Technician Not Used	Let Hen	<u> </u>	334,33	1,,,1	
104	Asphalt Plant Control	Per Hour	l p l	90,00	ТүТ	00000000000000000000000000000000000000
105	Asphalt Coring	rer mour		390,00		1250400000000000000000000000000000000000
	Asphalt Coring (Depth, Density) 4**	Cook	Б	\$131.56	Y	
105a 105b	Paich Corn Hole (asphalt) - 4"	Fach Each	F	\$25,00	1 · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
105e :	Patch Core Hole (asphalt) - 6"	Each	- F	\$35.00	 'v 	
106	Asphalt Softening Point Test (ASTM 36)	Per Test	F	\$350,00	+ -	
107	Depth Determinations (Base, Sub-base)	Each		\$25.00	+ ý	<u></u>
108	Maintenance of Traffic (MOT) (Equipment)	Per Hour	17	Cost + (%Markuo)	N	

(Pre-Construction) with copy to the Purchasing Agent (Construction), Note 2: Reimbursable expenses should be direct costs with no mark-up.

The School Board of Broward County, Florida Geotechnical Engineering Scope of Services and Unit Pricing February 5, 2018

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0501

REQUEST FOR QUALIFICATIONS (RFQ) RFQ # 17-115C

PROFESSIONAL SERVICES

Continuing Contract for Geotechnical Engineering

RFQ Issue Date: October 10, 2016

Description of Scope:

Design Services for a variety of potential projects of various scopes and value on as needed, continuing contract basis. It is expected that the scope of these projects will <u>involve primarily Geotechnical Engineering work</u>, but may include other trades as related to primary works.

This Request for Qualifications is for the procurement of a "continuing contract" that will select a group of Geotechnical Engineering professional service firms who will be assigned to perform services for Facilities and Maintenance projects consisting of, but not limited to, additions and renovations.

The District intends to select a maximum of five (5) firms and enter into separate contracts in this solicitation. However, the final number of firms selected will be at the discretion of the District. The primary discipline to be selected is Geotechnical Engineering.

Each Contract term include a limit of \$3,000,000 in fees over the life of the initial contract. The term of this Agreement shall be for three (3) years. The term of this Agreement may, by mutual agreement between the School Board of Broward County, Florida and the Geotechnical Engineering Firm, upon final School Board approval, have the initial total fee increased and/or be extended for two (2) additional one-year periods with a limit of \$1,000,000 in additional fees per year of extension.

NOTICES TO ALL PROPOSERS

Cone of Silence and Lobbyist Activities

For Cone of Silence requirements and for Lobbyist Activity restrictions refer to Section 1, Introduction and General Information lines labeled Cone of Silence and Lobbyist Activities. Line numbers 1.10 and 1.11.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Procurement and Warehousing Services Department 7720 W. Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704

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SECTION 1.0 - INTRODUCTION AND GENERAL INFORMATION

- 1.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Qualifications for Design Services as described herein.
- Questions and Interpretations: Any questions, requests for clarifications or interpretations regarding any portion of this RFQ during the Submittal preparation period (or reporting errors, inconsistencies, or ambiguities) shall be received no later than the date stated in Section 2.0 (which will not be less than ten (10) days prior to the deadline due date for submitting the completed RFQ response), and no questions or clarifications will be considered after this date. Respondents must submit Document 00220 Bidders Request For Information Form (Attachment F) for all RFI requests and all RFI requests must be typed or printed. Questions not submitted on Document 00220 will not be considered. RFI requests must be for a single RFQ, RFI requests for multiple RFQs may not be considered. Any questions which require a response which amends the RFQ document in any manner will be answered via Addendum by the Procurement and Warehousing Services Department and provided to all Proposers. Address questions or requests for clarifications in writing to:

Shari S. Francis
Purchasing Agent III
Procurement & Warehousing Services
7720 West Oakland Park Blvd - Suite 323
Sunrise, FL 33351
754-321-0533 Fax

E-mail: Shari.Francis@browardschools.com

1.3 Any verbal or written information, which is obtained other than by information in this RFQ document or by Addenda, shall not be binding on SBBC.

1.4 Contract Term and Type:

- a. Continuing Contract: The purpose of this RFQ is to establish a contract that starts on the date that the SBBC executes a contract agreement that will continue for three (3) continuous years. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended two (2) times for one (1) additional year each time, giving a total potential maximum contract term of (5) years.
- b. A master agreement will be executed followed by task orders assigned under the master agreement.
- c. Each task order will be a negotiated lump sum fee or a time spent, not to exceed fee to provide professional services.
- d. The award of this continuing contract shall not guarantee or obligate the District to perform any Professional Services under the continuing contract.
- 1.5 <u>Proposal Format:</u> The RFQ's submittal shall follow the format and include the information as identified in Section 4.0 of this RFQ.
- 1.6 <u>Evaluation and Award:</u> All Proposals will be evaluated by the Selection Committee based upon the information submitted by Proposers in response to this RFQ and in accordance with the evaluation criteria established in Section 5.0. Based upon the evaluation of Proposals, the Committee will recommend a Proposer(s) to the Superintendent of Schools who may then recommend a Proposer(s) to the SBBC for award.
- 1.7 <u>Irrevocability of Proposal:</u> A Proposal may not be withdrawn before the expiration of 90 days after the date of the Proposal's opening.

1.8 Proposal Package Requirements:

- --- One complete, original hard-copy Proposal (clearly labeled as "original").
- -- One complete, original electronic version (clearly labeled as "original").
- --- Five (5) complete, electronic version copies (clearly labeled as "copy").
- --- Four (4) additional hard-copies (which must be identical to the original Proposal except they shall be labeled as "copy").
- --- Proposals shall be submitted in a sealed envelope (package, box, etc.) with the RFQ number and description clearly identified by label on the Package along with the Proposers Name.
- --- Any firm choosing to propose on multiple disciplines must provide separate proposal packages for each of the disciplines.
- 1.9 <u>Gratuities:</u> Proposers shall not provide any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for any reason during this entire Procurement Process.
- Cone of Silence: Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after the Procurement and Warehousing Services Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Procurement and Warehousing Services Department. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 Campaign Contribution Fundraising. Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award. This prohibition does not apply to:
 - 1. Telephone calls to the Procurement & Warehousing Services staff to request copies of this RFQ, to confirm attendance, or request directions regarding an interview notification received;
 - 2. Delivery of the Respondent's Submittal;
 - Discussion at the interview;
 - Delivery of written questions about the RFQ; and/or Review of background/contract documents at the staff offices.
- 1.11 Lobbyist Activities: In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
 - 1.11.1 A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain), represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
 - 1.11.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - 1.11.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board

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- Records, School Board Member's Offices or the Superintendent's Office and will be recorded on SBBC's website, www.browardschools.com.
- 1.11.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- 1.11.5 Senior-level employees and/or School Board Members are prohibited from lobbying activities for two years after resignation or retirement or expiration of their term of office.
- 1.11.6 The Office of the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
- 1.12 Preparation Cost of Proposal: Proposer is solely responsible for any and all costs associated with responding to this RFQ. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 1.13 It is the sole responsibility of the Proposer to assure it has received the entire Proposal and any and all Addendum.
- 1.14 It is the sole responsibility of the Proposer to assure that its Proposal is time stamped in the Procurement and Warehousing Services Department on or before 2:00 p.m. EST on the date due.
- 1.15 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFQ shall be binding on SBBC.
- 1.16 No submissions made after the Proposal opening, amending or supplementing the Proposal, will be considered.
- 1.17 Certification Regarding Scrutinized Activities: By submitting its bid or proposal, the bidder/proposer certifies that it is not participating in a boycott of Israel, it is not on the List of Scrutinized Companies that Boycott Israel; it is no on the List of Scrutinized Companies with Activities in Sudan; it is not on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector; and that it is not engaged in business operations in Cuba or Syria.

SECTION 2.0 CALENDAR

October 10, 2010 13500100 0114 Q #11*1150	October 10, 2016	Issuance of RFQ #17-115C
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October 26, 2016 Non-Mandatory Proposers' Conference 2 p.m. EST*.

October 28, 2016 Written questions due on or before 5:00 p.m. ET

in the Procurement and Warehousing Services Department

7720 West Oakland Park Blvd., Suite 323,

Sunrise, Florida 33351-6704.

November 9, 2016 Proposals due on or before 2:00 p.m. ET

in the Procurement and Warehousing Services Department.

7720 West Oakland Park Blvd., Suite 323,

Sunrise, Florida 33351-6704.

December 9, 2016** Selection Committee reviews Qualifications and

makes a recommendation for Selection in the Procurement and Warehousing Services Department

7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m.*

2-5 business days after Committee Review Evaluation Committees Posting of Recommendations.

January 10, 2017

Tentative School Board Award Date.

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

^{*}These are public meetings. SBBC 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.

^{**}The date of selection committee review is approximate. Proposers will be provided a Proposed Schedule after the bid opening, at least seven (7) days prior to the date of selection committee review. Proposers shall hold discussions with the QSEC at this public meeting to answer questions related to their submittal. Discussions shall be limited to information included in their Proposal submitted to SBBC. Details related to the Selection Committee meeting will be provided to the proposers when they are given notice of the meeting.

SECTION 3.0 - RFQ CONDITIONS

- 3.1 <u>Evaluation Committees and Proposals:</u> State Statutes 119.071 and 286.0113 are adhered to by SBBC in the review and awarding of contracts.
- 3.2 <u>Public Record:</u> Proposer acknowledges that all information contained within their Proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 3.3 Governing Law: This RFQ, and any award(s) resulting from this RFQ, shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFQ shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFQ shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 3.4 Advertising: In submitting an RFQ, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.
- 3.5 <u>Billing Instructions and Payment:</u> All payments made to the Design Professionals shall be made by ACH (Automated Clearing House). Monthly invoices shall be submitted to the Project Manager for review and approval. Refer to the PSA for the specifics. The ACH Payment Agreement Form is an attachment to the PSA (PSA Attachment 11). This form shall be submitted at the time of the execution of the Contract.
- 3.6 <u>Contract Value:</u> No guarantee is given or implied as to the total dollar value or work as a result of this RFQ. SBBC is not obligated to place any order for services performed as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 3.7 Conflict of Interest and Conflicting Employment or Contractual Relationship: Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods, or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees. This Conflict of Interest Form is an attachment to the PSA (PSA attachment 12). This executed document shall be submitted at the time of Contract Execution. Any employees identified by the Proposer, should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

3.8 Disputes:

- 3.8.1 In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
 - 1. The Agreement resulting from the award of this RFQ (if applicable); then
 - 2. Addenda released for this RFQ, with the latest Addendum taking precedence; then
 - 3. the RFQ Documents; then
 - 4. Awardee's Proposal.
- 3.8.2 In case of any other doubt or difference of opinion, the decision of SBBC shall be put in writing and shall be final and binding on both parties.
- 3.9 <u>Insurance:</u> Refer to PSA Agreement Part 5 Article 3 for Design Professional Insurance Requirements (RFQ Attachment C).
- 3.10 <u>Public Entity Crimes:</u> Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a Proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

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Design Services Version Date: 08/25/16 under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

3.12 M/WBE:

- 3.12.1 M/WBE Goals: The Design Professional shall comply with the Owner's current M/WBE policies and procedures. The Design Professional's M/WBE goal for this Contract is 25 percent.
- 3.12.2 Information: SBBC encourages each Proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFQ. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by a minority or women and has been Certified by SBBC as an approved M/WBE.
- 3.12.2.1 Any participation by firms not certified by SBBC at the time of proposal will not count in the RFQ evaluation process for the award of points in the Design Professional M/WBE Participation Category. However, firms that are certified by SBBC after the proposal's tentative award, will count towards the Design Professional's M/WBE project goal attainment. Design Professional to contact SDOP to provide the updated information.
- 3.12.2.2 For information on M/WBE Certification, or to obtain information on locating certified M/WBE's, contact SBBC's Supplier Diversity and Outreach Programs at 754-321-0550 or http://www.broward.k12.fl.us/supply/sdop/mwbe.html.
- 3.13 Protesting of RFQ Conditions/Specifications: Any person desiring to protest the conditions/specifications in this RFQ, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing to the Director of Procurement and Warehousing Services Department. The formal written protest shall be filed within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the ten (10) calendar days. The formal written protest must be received on or before 5:00 p.m. EST of the 10th Calendar Day at the office of the Director of Procurement and Warehousing Services Department. Refer to Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, for the requirements for the written protest.
 - 3.13.1 Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, Part VIII, within the time allowed for filing a bond, shall constitute a waiver of proceedings.
- 3.14 <u>Posting of RFQ Recommendations:</u> RFQ Recommendations will be posted in the Procurement and Warehousing Services Department and on www.demandstar.com as noted on the Calendar (Section 2.0) or as modified by an addendum or by posting in the Procurement and Warehousing Services Department and at www.demandstar.com (under the document section for this RFQ). The Recommendations will remain posted for 72 hours. It is the responsibility of each Proposer to ascertain any revised date for the posting of RFQ Recommendations.
- 3.15 Protest of Intended Decision: Any person desiring to protest the Recommended Decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFQ Recommendation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The formal written protest must be received on or before 5:00 p.m. EST of the tenth (10) calendar day. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours.
 - 3.15.1 Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320, Part VIII, within the time allowed for filing a bond, shall constitute a waiver of proceedings.
 - 3.15.2 Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 Fax filing will not be acceptable for the filing of bonds.

- 3.16 <u>Use of Other Contracts:</u> SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative agreements, in lieu of any offer received or award made as a result of this RFQ if it is in SBBC's best interest to do so. SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFQ requirements or excuse the Proposer from full compliance with the RFQ specifications and other contract requirements if the Proposer is awarded a contract.
- 3.17 <u>Assignment:</u> Neither party to the Agreement shall sell, assign or sublet the same without the written consent of the other; nor shall a Design Professional assign any monies due or to become due to the Design Professional, or by reason of the Contract without the previous written consent of the Owner and as approved by the Attorney for the Owner.
- 3.18 <u>Cancellation:</u> In the event any of the provisions of this RFQ are violated by the Awardee, the Director of Procurement and Warehousing Services shall give written notice to the Awardee stating the violations and unless they are corrected within five days, a recommendation will be made to SBBC for cancellation.

3.19 SBBC Photo Identification Badge:

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all 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. Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFQ entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465. Florida Statutes.

- 3.19.1 SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.
- 3.19.2 Badge Vendor Information shall be provided to the Design Professional at the time of Award.
- 3.20 <u>Withdrawal of RFQ:</u> In the best interest of SBBC, SBBC reserves the right to withdraw this RFQ at any time prior to the time and date specified for the Proposal opening.
- 3.21 Severability: In case of any one or more of the provisions contained in this RFQ shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this provision shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 3.22 It is the sole responsibility of the Proposer to assure it has received the entire Proposal and any and all Addendum.
- 3.23 It is the sole responsibility of the Proposer to assure that its Proposal is time stamped in the Procurement and Warehousing Services Department on or before the due time on the date due. No submissions made after the Proposal opening, amending or supplementing the Proposal, shall be considered.
- 3.24 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFQ shall be binding on SBBC.
- 3.25 Acceptance and Rejection of Proposals:

- 3.25.1 Acceptance: All Proposals properly completed and submitted will be evaluated in accordance with Section 5.0.
- 3.25.2 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFQ. Examples for rejection include, but are not limited to, the following:
 - 3.25.2.1 The Proposal is time-stamped at the Procurement and Warehousing Services Department after the deadline specified in the RFQ.
 - 3.25.2.2 Proposers found legally guilty of collusion among Proposers, shall be rejected, and the participants to such shall be barred from future procurement opportunities until such time as they may be reinstated.
 - 3.25.2.3 The Proposal shows non-compliance with applicable laws; or contains any unauthorized additions or deletions; is a conditional Proposal; is an incomplete Proposal; or contains irregularities of any kind.
 - 3.26.2.4 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFQ.
- 3.25.3 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFQ requirements or excuse the Proposer from full compliance with the RFQ specifications and other contract requirements if the Proposer is awarded the contract.

3.26 Maintenance of Records:

3.26.1 Design Professional shall keep all records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by the Design Professional for a period of five (5) years from the completion date of the project associated with the Authorization to Proceed; or such period of time as required by law. The Owner, or any duly authorized agents or representatives of the Owner, shall have the right to inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained. Such activity shall be conducted at the reasonable convenience of the Design Professional.

- 3.27 Liability: Refer to Attachment C Sample Professional Services Agreement (PSA), Part 5 Article 2 Liability Clause.
- 3.28 SBBC Information Security Guidelines: It is the responsibility of the Design/Builder to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from the Design/Builder's equipment and all access privileges must be revoked. Final payment will be withheld until the Design/Builder has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

SECTION 4.0 - REQUIRED QUALIFICATIONS FORMAT AND RESPONSE INFORMATION

- 4.1 The SBBC's Procurement and Warehousing Services Department shall determine whether each Proposer has Addressed and provided all RFQ submittal requirements. SBBC's Procurement and Warehousing Department shall identify the status of completion for each Proposer's proposal on a spreadsheet for the Evaluation Committee's use.
- 4.2 It is required that Proposals be organized in the manner specified below and with all the information as identified.

4.2.1 Title Page:

- Line 1 Include RFQ number and name;
- Line 2. The RFQ Due Date:
- Line 3 The name of the Proposer (company/firm name);
- Line 4 Company/firm address;
- Line 5 and telephone number.

4.2.2 Section A - General

NOTE: Failure to strictly comply with this section may result in a recommendation to reject the proposal.

Section A1 Table of Contents: Include a clear identification of the material by scoring sections, section number and by page number.

<u>Section A2</u> <u>Letter of Responsibility:</u> Include the names of the persons who will be authorized to make decisions for the Proposer for this proposal, and for the Design efforts that may result from this RFQ. Provide titles, work addresses, telephone numbers and e-mail addresses. Letter to be on Company Letterhead and signed by an Officer of the Company.

Section A3 - Signed Addenda: Include signed and dated copies of all addenda to verify and acknowledge receipt.

4.2.3 Section B - Required Forms, Licenses, certificates, History

NOTE: Failure to strictly comply with this section may result in a recommendation to reject the proposal.

Section B1 - Required Response Form

Modifications or alterations to this form shall not be accepted and will cause the Proposal to be rejected and not reviewed. The Required Response Form, shall be the only acceptable form. The Required Response Form shall be completed in ink or typewritten. The signed "original" Required Response Form shall be submitted within the Proposal Package labeled as the "original." Refer to Attachment D.

JOINT VENTURES

Required Response Form for Joint Venture Proposals shall follow the following requirements. In the event multiple Proposers submit a joint Proposal in response to the RFQ, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the Required Response Form shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFQ.

Section B2 Licenses and Registrations (Florida)

- 3.1 All appropriate licenses shall be provided on a list
- 3.2 Firms Architectural License/Registration/Certificate of Authorization if applicable
- 3.3 Architectural License/Registration -- for
- 3.4 Architectural License/Registration for
- 3.5 Mechanical License/Registration for_____
- 3.6 Electrical License/Registration for
- 3.7 Structural License/Registration for
- 3.8 M/WBE Certificate (if applicable) for proposer firm
- 3.9 continue as appropriate

Section B3 Proposer History

Provide a listing of current and former business entities that the Proposer is operating under and has operated under in the past. Letter to be on Company Letterhead and signed by an officer of the Company.

Section B4 Litigation

Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

NOTE: Sections C and D below shall be evaluated and scored by QSEC

4.2.4 Section C - Experience and Qualifications (55 maximum points)

Section C1 Executive Summary / Approach / Current Work Load (25 maximum points)

Executive Summary – (7 maximum points) Submit a brief abstract stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of RFQ (3 page maximum).

Approach – (9 maximum points) Discuss your approach for delivering this project. Discuss your firm's willingness and ability to meet the project's schedule and budget. Discuss the office location from which this work will be conducted and its distance from the project site. (5 page maximum).

Current Work Load Overall – (5 maximum points) Demonstrate your ability to perform this work given your current project workload. Provide a list of current projects for all clients including SBBC, Include all projects currently under contract and all projects where your firm has been selected but is not yet under contract. Include project construction value. (2 page maximum).

Current Work Load with SBBC - (4 maximum points) Provide a list of all projects with total fees for all active contracts with SBBC. Provide a list of all projects and total fees for all projects where your firm has been selected by SBBC but is not yet under contract. (2 page maximum). (Proposer with the most total fees on current projects will be awarded zero (0) points. Other proposers will be awarded up to 3 points based on current fees, with more points being awarded to proposers with the least amount of current fees with SBBC).

Section C2 Firm Experience and Qualifications (15 maximum points)

Provide a statement of your firm's qualifications to perform the services requested under this RFQ (3 page maximum).

Section C3 Relevant Projects / References (15 maximum points)

Provide a list and description of relevant projects (maximum of 5) successfully completed by your firm in the most recent five (5) years. For each project, include:

- Name and location of project
- Scope of work that was performed by your firm
- Summary of the project scope including construction delivery method
- Name, title and contact information for client
- Initial and final construction cost (where not deemed confidential)
- Change order percentage by type, including errors and omissions
- Planned design schedule vs actual design schedule

Include 3 references with contact information, preferably from one of the projects requested above (5 pages maximum for Section C3).

4.2.5 Section D – Team Composition: (35 maximum points)

Section D1 Team Structure (10 maximum points)

Describe the structure of your team, including all subconsultants. Indicate which professional design services the prime firm offers with in house staff, and indicate which professional design services the firm may opt to utilize consultants. Refer to Attachment E. (3 pages maximum. Attachment E does <u>not</u> count toward page limits)

Section D2 Key Personnel (25 maximum points)

Design Professional's Staff (15 maximum points)

Provide the names of the Design Professionals staff intended for use on SBBC Projects, including applicable professional qualifications. Identify the Principal to be in charge of SBBC Projects. Identify other key personnel as appropriate, including the Senior Architect and primary production Architect. Not all staff personnel need to be listed. It is understood that staffing requirements will vary from project to project based on project scope and required design time frame. Refer to Attachment B. Resumes for key personnel should be provided.

Consultants' Staffing (10 maximum points)

For each Consultant, provide the names of the Consultants Staff intended for use on SBBC Projects, including professional qualifications. Identify the Principal to be in charge of SBBC Projects. Identify a Senior Engineer for each of the disciplines that each Consultant performs. Refer to Attachment B. Resumes for key personnel should be provided.

NOTE: Section E below shall be evaluated and scored by District Staff (not QSEC)

4.2.6 Section E - Supplier Diversity and Outreach Program (10 maximum points)

Section E1 M/WBE Firms for Intended Use (10 maximum points)

Identify the M/WBE firm or firms who may be working with you on this engagement utilizing Attachment A, M/WBE Participation.

SECTION 5.0 - EVALUATION OF QUALIFICATIONS

5.1 Evaluation of Qualifications - The Evaluation Committee shall evaluate all Qualified Proposals by the following Categories.

SECTION		POSSIBLE POINTS
Section A – General		Pass/Fail
Section B - Required Forms		Pass/Fail
Section C - Experience and Qualifications Section C 1 - Executive Summary / Approach / Curre Section C 2 - Firm Experience and Qualifications Section C 3 - Relevant Projects / References	nt Work Load	0 to 25 0 to 15 0 to 15
Section D - Team Composition Section D 1 – Team Structure Section D 2 – Key Personnel		0 to 10 0 to 25
Section E - Supplier Diversity & Outreach Program Section E 1 - M/WBE Participation	<u>n</u>	0 to 10
	TOTAL POSSIBLE POINTS	100

5.1.1 Scoring of M/WBE Participation – Section E1

NOTE: Section E below shall be evaluated and scored by District Staff (not QSEC)

The SBBC shall award a maximum of ten (10) points for M/WBE Participation as listed in the Evaluation Point Tables below. At the time the proposal is submitted, the proposer shall identify all M/WBE firms (if any) which will be utilized by using the M/WBE Participation Form and Statement of Intent Form. The Letter of Intent submitted with the proposal reflects the intent of the parties (prime and sub-consultant) to establish a business relationship as well as the type of work and percentage of work that the sub-consultant will perform.

	5 Points For M/WBE Designer
M/WBE Designer	5.0 Points

	5 Points For M/WBE Sub-Consultant Participation	tion
≥ 25%	5.0 Points	
≥ 20%	4.0 Points	
≥ 15%	3.0 Points	
≥ 10%	2.0 Points	
≥ 5%	1.0 Points	

NOTE: Points for Category E shall be provided by the M/WBE Coordinator for use by QSEC members.

- 5.2 After proposals have been received, Staff shall determine if a Short List procedure is necessary. A Short List procedure will be considered if the number of proposals received is greater than 15 proposals.
 - 5.2.1 In the event of a Short List procedure, QSEC shall convene at the scheduled time without discussions held with the Proposers. QSEC shall score the submitted qualification statements without discussions from the proposers. QSEC will rank the proposers and provide a Short List which is 1.5 times the number of selections for multiple firm selections.
 - 5.2.2 Short List Scheduling: The initial QSEC to determine Short List shall be conducted at the scheduled time for QSEC to convene per Section 2.0. The Evaluation Committee Posting of Recommendations will serve as the notification of Short Listed Firms. At this time a QSEC date and time shall be provided for the Short Listed Proposers to participate in a qualification selection.
- Qualification Selection Evaluation Committee ("QSEC") members shall rank proposers based on the total number of points received from QSEC committee member scoring. The proposer receiving the most total points received from all QSEC members shall be considered to be the most qualified proposer ("Firm 1"). All remaining proposers shall be ranked in order based on total points received from all QSEC members (Firm 2, Firm 3, Firm 4, and etc.). The top five (5) firms with the most points received from QSEC committee member scoring will be recommended for award.
 - 5.3.1 The first tie-breaker between identically scored proposers shall be the total number of times the applicable proposers are ranked as the most qualified (Firm 1) by individual QSEC committee members.
 - 5.3.2 The second tie-breaker between identically scored proposers shall be the total number of times the applicable proposers are ranked as the **second most qualified** (***Firm 2***) by individual QSEC committee members.
 - 5.3.3 The third tie-breaker between identically scored proposers shall be the total number of times the applicable proposers are ranked as the **third most qualified ("Firm 3")** by individual QSEC committee members.
 - 5.3.4 The fourth tie-breaker shall be a coin flip, to be called in the air, by the <u>tied</u> proposer who held its discussions with QSEC first.
- 5.4 Failure strictly comply with the submittal requirements of sections A and B may result in a recommendation to reject the proposal.
- 5.5 After successful negotiations with the applicable proposer, an Agreement shall be submitted to the Board for approval and award of a Design contract.
- 5.6 Award: The Agreement resulting from these negotiations shall be governed by the laws of the State of Florida, and shall have venue established in the 17th Court of Broward County, Florida or the United States Court of the Southern District of Florida.

END OF RFQ

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M/WBE PARTICIPATION

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

Proposer's Company Name:		
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M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation
Firm Name:		
Contact Person:		
Address:		
Telephone No.:		
Facsimile No.:		
M/WBE Certification No.:		
Certifying Agency Name:		
Address:		- Andrews - Andr
Telephone No.:		
Firm Name:		
Contact Person:		
Address:		
Telephone No.:		
Facsimile No.:		
M/WBE Certification No.:		
Certifying Agency Name:		
Address:		
Telephone No.:		
Firm Name:		
Contact Person:		
Address:		i
Telephone No,:		
Facsimile No.:		
M/WBE Certification No.:		
Certifying Agency Name:		
Address:		
Telephone No.:	<u> </u>	

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

School Board of Broward County MWBE Forms Revised 12/1/15 PAGE INTENTIONALLY LEFT BLANK

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Florida professional license	Email Address
					<u></u>

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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ATTACHMENT C

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

AND

PROJECT CONSULTANT

FOR

ARCHITECTURAL/ENGINEERING SERVICES

ARCHIE		CATTABLE CONTROL OFFICE	ECED,	
THIS AGREEMENT, made this,	day of	in the year	,	by and between
THE SCHOOL BOARD OF BROY	WARD COUN	TY, FLORIDA, hereir	nafter called the	e "Owner", and:
hereafter called the "Project Consul-	tant" for the fo	ollowing project:		
Facility:				
Site No.:	WA.			
Project Name:	a Vā			
Project No:				
Fixed Limit Of Construction (Cost (FLCC): S			
The Owner and Project Consultant agree	e as follows:			
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TABLE OF CONTENTS				
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ARTICLE 1	DEFINITIONS
ARTICLE 2	PROJECT CONSULTANT SERVICES AND RESPONSIBILITIES
ARTICLE 3	SUB-CONSULTANTS
ARTICLE 4	THE OWNER'S RESPONSIBILITIES
ARTICLE 5	BASIS OF COMPENSATION
ARTICLE 6	PAYMENTS TO THE PROJECT CONSULTANT
ARTICLE 7	REUSE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS
ARTICLE 8	INDEMNIFICATION
ARTICLE 9	INSURANCE
ARTICLE 10	GENERAL PROVISIONS
ARTICLE 11	INCORPORATION OF DOCUMENTS INTO AGREEMENT

ATTACHMENTS:

Attachment 1: Project Schedule Attachment 2: Project Scope Attachment 3: Electronic Media Submittal Requirements

Attachment 4: Project Consultant's Invoice Format, Reimbursable and Supplemental Services Format

Attachment 5: List of Project Team Members

Attachment 6: Authorization to Proceed (ATP) Form

Professional Services Required - page 1 of 3

Project Schedule – page 2 of 3 Professional Fee – page 3 of 3

Attachment 7: Document Submittal Checklist

Attachment 8: Document 00455 - Background Screening

Attachment 9: IRS Form W-9

Attachment 10: Truth in Negotiations Certificate Attachment 11: ACH Payment Agreement Form

Attachment 12: Conflict of Interest Form

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 Project 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 Project Consultant, including invoices, and will promptly render decisions and/or recommendations pertaining thereto to avoid unreasonable delay in the progress of the Project Consultant's work. The Project Manager shall be principally responsible for direct communication to the Project 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 the specific project for the Owner. Referred to hereinafter as the Chief Facilities & Construction Officer.
- 1.3 Authorization to Proceed: A fully executed and approved authorization in the form of Attachment 6 to this Agreement, Authorization to Proceed ("ATP") accompanied by an executed purchase order document issued by the Owner to the Project Consultant, authorizing the performance of specific professional services, authorizing 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 architectural, engineering and other professional design services defined in Article 2.1 through Article 2.8.
- 1.5 **Supplemental Services:** Those architectural, engineering and other professional design services defined in Article 2.9.
- 1.6 Project Consultant: The individual, partnership, corporation, association, joint venture, or any combination thereof, of professional architects, engineers or other design professionals properly registered and licensed in Florida, who has entered into a contract with the Owner to provide professional services for development of

- the design and contract documents for the Work of this Project and provide construction contract administration and warranty services as described in the Project Manual and under this Agreement.
- 1.7 **Project Scope**: The activities necessary to respond to the Owner's requirements for the Project, including but not limited to the full or partial range of design, bidding and construction support services required to meet the Owner's educational program, construction standards, project construction support requirements, Project Budget and Project Schedule.
- 1.8 **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.
- 1.9 **Project Schedule:** The Owner's requirements for the progress of design and construction activities associated with the Project characterized by milestones signifying the required completion dates for design phases, construction progress, and other significant project events culminating with the completion of the project, issuance of warranties, Owner's occupancy and use of the new or improved facilities.
- 1.10 The Contract Documents: The Contract Documents as used herein refer to the Agreement Form, Addenda, Supplementary Conditions, General Conditions, Documents contained in the Project Manual, the Owner's Division 0 and Division 1 documents, Drawings, Specifications, Education Specifications, 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 Project Consultant are incorporated by reference into this Agreement.
- 1.11 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.
- 1.12 **Program Manager:** An entity hired by the School Board of Broward County to execute the delivery of the projects and act as the Owner's Representative.
- 1.13 **Project Manager:** An employee or designated representative of The School Board of Broward County, Florida, who is assigned by the Chief Facilities and Construction Officer to manage the Project as a direct representative of the Owner.
- 1.14 **The Project:** The design of new construction, remodeling and/or renovation, and all services and incidents thereto, comprising a structure, structures, facility or facilities as contemplated and budgeted by the Owner.
- 1.15 Sub-Consultant: A person or organization of professional architects, engineers or other design professionals, registered and licensed in Florida, who has entered into an Agreement with the Project Consultant to provide professional services for the project.
- 1.16 Superintendent Of Schools: The duly appointed executive officer of the Owner authorized to act by and through The School Board of Broward County, Florida. Referred to hereinafter as the Superintendent.

- 1.17 **Fixed Limit of Construction Cost:** The Fixed Limit of Construction Cost, referred to hereinafter as the FLCC, is the total dollar value of the sum of the project's anticipated base bid (the project's essential scope) including design contingency.
- 1.18 Building Code Inspector and Plans Examiners (BCI): Employees of The School Board of Broward County, Florida, and others designated by the Chief Building Official, who are certified by Florida Statutes 468, 633 and 553 a BCI by the Florida Department of Education to provide plan review, inspections for code compliance and report non-compliant work to the appropriate party.
- 1.19 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.
- 1.20 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.
- 1.21 The Project Team- The Owner, Program Manager, and the Project Consultant, collectively the "Project Team", shall work jointly during the design and through the completion of the warranty phase and shall be available thereafter should additional services be required.
- 1.22 Substantial Completion: The term Substantial Completion as used herein, shall mean that point at which the Work, or a designated portion thereof, is at a level of completion in substantial compliance with the Contract Documents such that the Owner or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. In the event the Work includes more than one Phase, the Owner, at its discretion, may set Substantial Completion dates for each Phase and may impose provisions for liquidated damages for each Phase.
- 1.23 Chief Building Official, Inspections and Code Compliance: ("CBO") An employee of The School Board of Broward County, Florida, who has the responsibility for oversight and management of the Building Department, and has the authority and responsibility for issuing Building Permits.
- 1.24 Code: The term Code means and refs to all applicable codes, laws and regulations of each governmental entity, as may be amended from time to time, in effect at the time of execution of this Agreement, including all codes and standards referenced therein, including, but not limited to:, the Fifth Edition of the 2014 Florida Building Code (the "FBC"), the Fifth Edition of the Florida Fire Prevention Code, Chapter 1013, Florida Statutes (2015) Florida State Board of Education Regulations ("SREF"), Chapter 6A-2.0111 (Educational Facilities), the 1999 State Requirements for Educational Facilities (2014) Florida Department of Education's State Requirements for Educational Facilities ("SREF") adopted pursuant to Rule 6A-2.0111, Florida Administrative Code, as may be amended from time to time, to the extent such requirements are not in conflict with Section 235.211, Florida Statutes 1995, 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 and regulations of the Owner (provided same are not less stringent than applicable codes) with the Owner serving as the interpreter of the intent and meaning of SREF or any other applicable code

ARTICLE 2 PROJECT CONSULTANT SERVICES AND RESPONSIBILITIES

2.1 Basic Services

- 2.1.1 The Project Consultant agrees to:
 - .1 Provide complete professional architectural, engineering and/or other professional design services set forth in the six Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform such services;
 - .2 Complete those design services in accordance with the Project Schedule (Attachment 1 to this Agreement).
 - .3 Collaborate in the Owner's programs of Value Engineering at the end of Phases I and II (Schematic Design and Design Development), Constructability Reviews at the end of Phase III (Construction Documents), Statement of Probable Construction Cost at end of each phase, SIT Award Application and other additional basic services as provided in Article 2.1 through Article 2.8.
- 2.1.2 Standard Of Care: The Owner's engagement of the Project Consultant is based upon the Project Consultant's representations to the Owner that:
 - .1 It is an organization of experienced design professionals, registered and licensed to do business in Florida;
 - .2 It is qualified, willing and able to perform architect and engineer of record services for the Project; and that
 - .3 It has the past experience and ability to provide design and engineering services for projects of similar size and scope which will meet the Owner's objectives and requirements.
- 2.1.3 As to all services provided pursuant to this Agreement, the Project Consultant shall furnish services by experienced personnel and under the supervision of experienced professionals licensed in Florida, 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. The Project 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.
- 2.1.4 As to any and all drawings, plans, specifications or other contract documents or materials provided or prepared by Project Consultant or its Sub-Consultants, the Project Consultant agrees same:
 - .1 Are sufficiently complete, accurate, and adequate for bidding, negotiating and constructing the Project and are consistent with the Owner's requirements and Owner approved Project Budget and Project Schedule;
 - .2 Meet the Owner's aesthetic, functional and operational objectives;

- .3 Are sufficiently fit and proper for the purposes intended;
- .4 Comply with all applicable laws, statutes, rules and regulations, building codes and Owner's guidelines or regulations, which apply to and govern the Project, and
- .5 Will, if constructed in accordance with the Project Consultant's Design, result in a complete and properly functioning facility. Any defective drawings, specifications or other document furnished by Project Consultant shall be promptly corrected by the Project 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 Project Consultant's services hereunder or of the project itself shall in no way alter the Project Consultant's obligations or Owner's rights hereunder.
- Further, any approval of drawings or construction documents by Owner and/or other governmental entities having jurisdiction which do not expressly comment and/or interpret a building code requirement shall not relieve the Project Consultant from its obligations to furnish design services pursuant to the applicable building codes nor be the basis for a waiver defense should Owner accept and/or approve any drawings and/or contract documents wherein an error or omission is not discovered during the design process.
- 2.1.5 All professional design services and associated products or instruments of those services provided by the Project Consultant shall:
 - Be in accordance with all applicable codes, laws and regulations of each governmental entity, as may be amended from time to time, in effect at the time of execution of this Agreement, including all codes and standards referenced therein, including, but not limited to: the Fifth Edition of the 2014 Florida Building Code (the "FBC"), the Fifth Edition of the Florida Fire Prevention Code, Chapter 1013, Florida Statutes (2015), the State Requirements for Educational Facilities (2014) ("SREF"), Crime Prevention Through Environmental Design (CPTED) (Broward Sheriff's Office), and all guidelines and regulations of the Owner (provided same are not less stringent than applicable codes) with the Owner serving as the interpreter of the intent and meaning of SREF or any other applicable code (all of the above-referenced codes, laws, regulations and standards referenced therein are herein collectively referred to as "Code");
 - .2 Be provided for the benefit of the Owner and not for the benefit of any other party; and
 - .3 Include all of the design services normally required for a project of this type as listed in the Project Scope (Attachment 2 to this Agreement).
 - .4 Notwithstanding any other provisions of this Agreement to the contrary, any substantially affected person may appeal any building code dispute or interpretation of the Chief Building Official of the School Board of Broward County, Florida to the Florida Building Commission as set forth in section 1013.37, Florida Statutes and the FBC, as amended.
- 2.1.6 The Project Manager shall schedule and conduct a bi-weekly project review meeting with representatives of the Project Consultant throughout Phases I through IV of the Project. At each of these meetings, the Project Consultant and Owner shall review the Project's budget, schedule, and scope along with the Project Consultant's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the project. The Project Consultant shall attend weekly

meetings during Phase V (Construction) as required elsewhere in this Agreement. For each project review meeting, and as may be otherwise appropriate during any project phase, the Project Consultant shall provide progress sketches and other documents sufficient to illustrate progress and the issues at hand for the Owner's review, which will be made so as to cause no delay to the Project Schedule.

- 2.1.7 The Project Consultant's services shall conform to Owner's specifications, including but not limited to, Owner's Design and Materials Standards Manuals, Design Criteria, Educational Specifications, Document Submittal Checklist for Plan Review and Owner's Forms for capital projects, provided, however, that in the event of conflict, the provisions of this Agreement shall govern.
 - Non-Conforming Work: If the Owner (by way of BCl's or other Owner personnel or consultant) observes or otherwise becomes aware of any fault or defective Work in a project, or other non-conformance with the Contract Documents during the construction phases, the Owner or Program Manager shall give prompt notice thereof to the Project Consultant. However, whether the Owner observes a defect or not, it is the Project Consultant's duty and responsibility to determine whether said Work is defective, faulty, or not in compliance with the Contract Documents. If the Project Consultant determines that the Work is defective, faulty or not in conformance with the Contract Documents, the Project Consultant shall advise the Owner in writing and make recommendations to the Owner concerning correction of the Work. The Owner may then require the Contractor to undertake such corrections as allowed by the Contract Documents. Final determination of whether the Work is defective, faulty or in compliance with the Contract Documents is to be determined by the Owner.
 - .2 Penalty for Non-Conforming Design Documents: Should the Project Consultant submit drawings, plans, specifications or other documents or materials for review as required herein that are deemed unacceptable as defined by the terms "Revise and Resubmit" by the plan review authority (Building Department, Design Services Department, Peer Plan Review Consultant), the costs, as solely determined by the Owner, for all subsequent reviews after the second review for that Phase shall be borne by the Project Consultant and the Owner will deduct such costs from the Project Consultant's Basic Services Fee.
- 2.1.8 The Project Consultant shall keep the Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed. Proposed changes must be reviewed by the Owner and approved in writing by Owner prior to incorporation into the design or construction documents.
- 2.1.9 The Project Consultant shall coordinate with Owner by participating and taking a leadership role in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner, and attending meetings, where the content of design and construction contract documents will be coordinated and reconciled, scheduled during any phase of the project. 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. In the event the Owner accepts such a recommendation from the Constructability and/or Value Engineering studies and requires substantial revisions by the Project Consultant, as determined at the discretion of the Owner, these revisions shall be considered Supplemental Services.
- 2.1.10 Approval of Documents: Owner's approval of or comments on any of the documents submitted to Owner by Project Consultant shall not be deemed the approval of or by another governmental authority having

jurisdiction over the project and Project Consultant acknowledges that the aforesaid authorities may require modifications of any of the documents submitted by Project Consultant. Subject to Article 2, such modifications shall be made at no cost to Owner.

2.2 PHASE I - Schematic Design:

- 2.2.1 The Project Consultant shall confer with representatives of the Owner to verify and confirm the Program (as appropriate to the type of project), consisting of a detailed listing of all functions and spaces together with the square footage of each assignable space, gross square footage, and a description of the relationships between and among the principal programmatic elements. (If the project needs are so unique that a special analysis of the requirements is necessary to establish a more detailed program, such services may be authorized as Supplemental Services).
- 2.2.2 The Project Consultant shall, prior to commencing Phase I design activities, receive a fully approved and executed ATP and Purchase order (See 5.2.3), visit and inspect the site to verify if existing conditions conform to those portrayed on information as may have been provided by the Owner:
 - .1 Take photographs and make written documentation, sketches, notes or reports to confirm and record the general condition and age of the existing equipment and site with particular attention to the following building/site elements as appropriate to the Project:
 - .I All above ceiling areas.
 - .2 Power supplies, switch gear, breaker panels, electrical room, electrical vault, transformers and mechanical room.
 - 3 Major components of existing HVAC systems including chillers, cooling towers, air handling units, and primary ductwork runs.
 - 4 Roofing, waterproofing and building envelope systems.
 - .5 Site drainage systems and water retention characteristics.
 - .6 Determine age and condition of fixed equipment.
 - .7 Life safety, fire alarms, public address, generators and emergency lighting.
 - .8 ADA requirements.
 - .2 Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Owner.
- 2.2.3 In the event that the Project Consultant believes that the project scope, schedule or budget is not achievable, the Project Consultant shall immediately notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.

- 2.2.4 The Project 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, if requested, shall make a recommendation among such alternatives.
- 2.2.5 The Project Consultant shall prepare, submit and present to Owner for approval by the Owner a Design Concept and Schematics Report, comprised of the SREF requirements for Schematic Design Documents and Schematic Design Studies, including an identification of any special requirement(s) affecting the Project, a Project Development Schedule, and a Statement of Probable Construction Cost, as defined below:
 - .1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Services Department.
 - .2 OEF form 208(a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.
 - .3 A hardcopy and electronic media copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings with height, mechanical cooling towers and chillers, floor elevations (related to base flood elevation as shown on Flood Insurance Rate Maps), and use. The site survey will be an update of informational surveys provided by the Owner but shall be prepared on electronic media and submitted in both hard and electronic media formats. (Attachment 3 to the Agreement).
 - .4 Schematic Drawings. These documents shall be schematic drawings responding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to SREF requirements and information required by the Owner's document submittal checklist for phase I, the documents shall include the following:
 - A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone, over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, accessibility for the disabled, service areas, play areas, athletic fields, bus loop(s), parent drop off, existing buildings and use, location of proposed building(s) and future additions, portable classrooms and other relocatable or temporary structures, community use buildings, phased construction, preliminary soil borings. A statement shall be included on the site plan identifying the FEMA flood plain and velocity zone in which the project is located. The statement shall be signed and dated by the Project Consultant.
 - .2 Evidence, as jointly developed with the Owner, showing that required environmental studies have been completed and sensitive site areas have been identified as required by Florida Law or the Owner or any governmental entity having jurisdiction over the project site.
 - .3 Floor plans showing points of the compass, over-all dimensions, identity of each space, proposed door locations, accessibility for the disabled, Florida Inventory of School House (FISH) numbers, occupant load of each space, proposed passive design and low energy usage features, possible

community service areas and instructional spaces that can be converted to community use areas, mechanical and electrical rooms, any existing buildings and use, future additions, and phased construction. Provide a life-safety plan delineating the necessity for and initial decisions concerning exits, accessibility for the disabled, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility.

- .4 Provide elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, preliminary material selections, and other building features and spatial relationships.
- A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the project. Coordinate points of service and preliminary service requirements with Florida Power and Light (FPL), BellSouth, cable TV, water, sewer, storm drainage and other utility services as required by the Project's scope and program. Format Preliminary Project Descriptions to match that specified by the latest edition of the Construction Specification's Institute's "Manual of Practice".
- .6 Mechanical Requirements Specific to Remodeling and Addition Projects: Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.
- .7 Electrical Requirements Specific to Remodeling and Addition Projects: Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment and the communication equipment room.
- A Project Design Schedule: The Project Consultant shall prepare a schedule of services (Project Design Schedule) in compliance with Project Schedule and for approval by the Owner. Such schedule shall show activities including but not limited to Project Consultant efforts and Owner reviews and approvals required to complete services. This schedule shall initially be submitted to Owner for approval within twenty-one (21) days of execution of this Agreement. As a condition of payment, Project Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete) as of the invoice cutoff date and a forecast of when each phase of Project Consultant's work will be complete. No subsequent payment shall be made if Project Consultant has not obtained approval of his work schedule, the schedule is not updated, or a forecast is not submitted with each invoice (provided that Owner conducts its review promptly and does not withhold its approval unreasonably). The project development schedules shall set forth in detail the following:
 - .1 Include all activities required to complete the design phase of the project.
 - .2 Prepare in a bar chart format, or other format as required by the Owner, which may be further developed and updated for submittal during subsequent phases of the Basic Services.
 - .3 The Project Consultant shall not be permitted to deviate from the milestones indicated on the Project Schedule without specific written authorization from the Owner (Attachment 1 of this Agreement).

- .9 The Statement of Probable Construction Cost: The Consultant shall submit to Owner for review and Owner's approval a schematic design phase estimate of probable construction cost prepared by an independent cost estimator approved by Owner, itemized by major categories and projected to the expected time of bid.
- Twenty-five (25) copies of a Design Concept and Schematics Report which will be utilized to communicate the schematic design and shall include: Reduced color drawings (Site and building plans, elevations, sections, sketch perspectives and miscellaneous diagramming), photographs of massing and building models, a facilities list (including the number of spaces, net/gross square footages, etc.), the Project Development Schedule, and a summary design statement indicating the general design intent, conceptual development, and preliminary material, assembly and system selections. Provide brochure with heavy stock covers and plastic comb or metal spiral binding. Additional copies of the Schematic Design Brochure if required by the Owner will be compensated as a reimbursable service approved in advance by the Owner.
- 2.2.6 The Project Consultant shall coordinate with the assistance of the Owner to determine the municipal, county and other jurisdictional agency (such as the South Florida Water Management District, etc.) coordination required for the Project and, make applications for site plan and other review as appropriate to this phase of the project. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by any and all other agencies having jurisdiction over the project.
- 2.2.7 The Project Consultant shall submit seven (7) copies of all full-size documents required under this Phase, and a completed document submittal checklist, without additional charge, for review and approval by the Owner. The Project Consultant shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.
- 2.2.8 The Project Consultant shall provide presentations of the Schematic Design to the Owner's staff, Design Review Committee and to The School Board of Broward County, Florida, as required.

2.3 Phase II - Design Development:

- 2.3.1 Only after receiving a fully approved and executed ATP and Purchase order (See 5.2.3), from Owner and based on the approved Schematic Design Documents and any adjustments authorized by Owner in the Project Scope, Project Schedule or Project Budget, the Consultant shall prepare, submit and present for review and approval by the Owner, Design Development Phase documents, comprised of the SREF requirements for Design Development documents and the following:
 - .1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.
 - .2 OEF form 208 (a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.
 - .3 Documents: These documents shall be design development drawings corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase I requirements, SREF requirements, and

information required by the Owner's document submittal checklist for phase II, the documents shall include the following:

- .1 Architectural and Civil site plan(s) showing, in addition to Phase I site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.
- .2 A statement, signed and dated by the Project Consultant or his designated Sub-Consultant, included on the site plan identifying the number of existing trees, the number and size of required trees, and the number of new trees to be planted.
- .3 Soil testing results including a copy of the Geotechnical Engineer's report on the site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment.
- .4 Plan(s) including, but not be limited to, the following:
 - .1 Floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without break lines and which indicates project phasing as applicable to the Project.
 - .2 Floor plans drawn at 1/8 inch or larger scale showing typical student occupied spaces or special rooms with dimensions, sanitary facilities, stairs, elevators, and identification of accessible areas for the disabled.
 - .3 Floor plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, equipment and furnishing layouts.
 - 4 Floor plans for additions to an existing facility: Indicate the connections and tie-ins to the existing facilities, including all existing spaces, exits, plumbing fixtures and locations, and any proposed changes thereto. Distinguish between new and existing areas for renovation, remodeling, or an addition.
 - .5 Floor plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, indicating door and window layouts.
 - .6 Reflected ceiling plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, lighting equipment and ceiling panel layouts.
 - .7 Roof plans drawn at 1/4 inch or larger scale showing typical spaces or special rooms with dimensions, equipment layouts.
- .5 Life-safety plans to show exit strategy, rated doors, emergency wall openings, fire walls working stage protection, range and fume hoods, eye wash, emergency showers, ramps and vertical lifts.
 - .1 By symbol, indicate fire extinguishers, fire alarm equipment, smoke vents, master valves and emergency disconnects, emergency lighting, emergency power equipment, fire sprinklers, exit signs, smoke and fire dampers, and other life-safety equipment relevant to the facility.

- .2 By symbol, indicate connections and tie-ins to existing equipment.
- .3 For existing facilities where remodeled or renovated spaces are required and where an ADA and code conforming ramp cannot be utilized, document proposed vertical platform lifts or inclined wheelchair lifts and provide the following documents as part of or in addition to the required life safety plans:
 - .1 Sketches of proposed vertical platform lifts, including layout drawings showing the effect of the lift on existing spaces, corridor widths and exiting from the affected facility.
 - .2 Sketches of proposed inclined wheel chair lift including layout drawings showing the effect of the lift on the stairway width in the folded and unfolded position, the upper and lower platform storage locations, and the effect on exiting from the affected areas of the facility.
- .6 When planning open space schools or administrative spaces, a floor plan shall be submitted showing the methods used to permanently define the means of egress, such as surface finish or color.
- .7 Plumbing fixture locations and fixture unit calculations.
- .8 All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale and massing of the facility.
- .9 Typical building sections to show dimensions, proposed construction materials, and relationship of finished floor to finished grades.
- .10 Preliminary Structural Drawings including plans and sections indicating systems, connections and foundations. These drawings may be structural roughs.
- .11 Mechanical Drawings including reflected ceiling plans and a single line diagram of the duct layout, location of grease trap(s), LP gas tank location, and natural gas pipe lay out, tie in to existing utilities. Enhance systems description to include a description of proposed HVAC system equipment including the chiller, pumps, AHU's, cooling tower, electric duct heaters, etc.
- .12 Electrical Drawings including reflected ceiling plans, lighting layouts for the outdoors and interior spaces, and a one line diagram of the electrical distribution showing electrical outlets for all systems in all spaces. Provide layout for energy management, computer networking and security systems. Location of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator, location of the intercom console, ITV head end and tower, master clock, fire alarm panel. Also, show locations of mechanical equipment such as chillers, air handler units, etc. and their respective electrical connections.
- .13 Equipment and Furnishing Schedules: Indicating equipment and furnishing items that will be provided by the Contractor and those that will be provided by the Owner or others.
- .14 Outline specifications:

- .1 Organized according to the Specification Section numbering system specified in the Construction Specifications Institute's current edition of Masterformat on the date of execution of the Contract.
- .2 Formatted to conform to the formats for outline specifications as established by the Construction Specifications Institute.
- .3 Complete for Divisions 2 through 17 giving general description of all finishes, materials, and systems including civil, structural, HVAC, electrical plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.
- Office of Educational Facilities Life-Cycle Cost Analysis (LCCA). LCCA shall be submitted to the Owner for review and approval with the Phase II documents. LCCA shall be by a commercially available life-cycle cost analysis program, and as required by the Department of Education and the Owner. Life Cycle Cost Analysis shall be compared among competing providers in accordance with Ch. 1013.451, Florida Statutes.
- .16 Florida Energy Efficiency Code for Building Construction (FEEC). FEEC forms, including calculations for mechanical systems, documenting energy efficiency ratio rating of HVAC equipment, electrical systems, insulation, and building envelope shall be submitted to the Owner for review and approval with the Phase II documents.
- The Project Consultant shall advise Owner of any adjustments to the Schematic Design Phase estimate of probable construction cost and shall submit to Owner a fully detailed Design Development Phase estimate of probable construction cost, by an independent cost estimator approved by Owner, projected to the expected time of bid and containing sufficient detail to provide information necessary to evaluate compliance with the Project Budget set for this project. Format estimate and provide detail matching the organization and content of the project's Outline Specifications complete for Divisions 2 through 17 including all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.

Utilize the current edition of MasterFormat as published by the Construction Specifications Institute to organize the estimate.

- .18 An updated Project Design Schedule reflecting development and anticipated schedules for all subsequent project activities.
- .19 A written response from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants explaining how each previous review comment (as generated by the Owner and/or other reviewing agencies) concerning the project have been addressed and/or corrected.
- .20 A simplified single line floor plan of the project; a database format schedule reflecting the room numbers; the name of the room or space; the net square footage of the space and the capacity of the space on electronic media conforming to the Owner's standards for graphics and for electronic media submittals. This drawing and database information will be for use in preparing F.I.S.H. (Florida Inventory of School Houses) information. The Project Consultant shall coordinate with and utilize the Owner's F.I.S.H requirements for room numbers, room name assignments and electronic media

- (format, layering, etc.) prior to developing final documents for this submittal. Hardcopy graphics shall be suitable for clearly legible half size reductions. Comply with the Owner's requirements for electronic media specified below.
- A letter indicating, after coordination with the Facilities and Construction Management Division'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 development documents and coordinate with Project Development Schedule, Statement of Probable Construction Cost and other documentation.
- .22 Preliminary colorboards to review the color selections for all finish materials with the Owner.
- .23 Twenty-five (25) copies of a Design Development Brochure which will be utilized to communicate the design as developed to date and shall include updated and enhanced contents of those brochures required at the Schematic Design Phase complete as necessary to illustrate the developed design, schedules, etc. Additional copies of the Design Development Brochure if required by the Owner will be compensated as a reimbursable service approved in advance by the Owner.
- 2.3.2 Staff from each of the Project Consultant's major technical disciplines and Sub-Consultants as necessary shall attend coordination, review and presentation meetings with the Owner to explain the design concept and technical resolution of their respective building or site systems.
- 2.3.3 The Project Consultant shall submit seven (7) sets of all documents required under this Phase (except as otherwise indicated), without additional charge, for review and approval by the Owner, and the Project Consultant shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.
- 2.4 Phase III Construction Documents Development:
- 2.4.1 Only after receiving a fully approved and executed ATP and Purchase order (See 5.2.3) from Owner and based on the approved Design Development Phase documents and any adjustments in the scope or quality of the project or in the Fixed Limit of Construction Cost authorized by Owner, the Project Consultant shall prepare for approval by Owner and the Florida Department of Education, and in accordance with SREF requirements and the Owner's formats, Final Construction Documents setting forth in detail the requirements for the construction of the Project. The Project Consultant is responsible for the full compliance of the design with all applicable codes.
- 2.4.2 50% Construction Documents Submittal: The Project Consultant shall make a 50% Construction Documents submittal, for review and approval by the Owner, which shall include seven (7) sets of the following:
 - .1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.
 - .2 An updated OEF form 208(a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.

- .3 Updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit seven (7) copies signed and sealed by a State of Florida registered design professional with 50% Contract Documents submittal.
- .4 **Preliminary calculations:** Provide preliminary calculations for structural, mechanical and electrical systems.
- .5 Drawings: These documents shall be 50% construction drawings corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase II requirements, SREF requirements, and information required by the Owner's document submittal checklist for phase III 50%, the documents shall include the following:
 - .1 Site Plan(s) and detailing which, in addition to the Phase II requirements, indicate:
 - .1 Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, or any other areas pertinent to the drainage of rainwater.
 - .2 Location of storm water service for new additions roof drainage.
 - .3 Parking lot lighting poles location and type.
 - .4 Final location for manholes, handholes, pull boxes.
 - .5 Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, television, telephone, security, control and spares).
 - .6 Locations of all site improvements, playground and athletic equipment, street furniture, planters and other features.
 - 7 Details of all curbing, typical parking spaces (regular and handicap accessible), handicap ramps, bus loop(s), parent drop-off, directional signage, site lighting, flagpole and fence foundations, and any other site conditions pertinent to the scope of work.
 - .8 Plans of new playcourts, tennis courts, tracks, event pads and other pertinent athletic, physical education or recreational areas provided with court markings and detailing for basketball goals, volleyball sleeves, tennis nets, and other playcourt equipment or accessories.
 - .2 A plan to delineate staging areas, site barriers and other area designations to control and separate students, faculty, staff and the public from construction activities and traffic.
 - .3 Landscape plans and detail including a plant list clearly noted and cross referenced, details for shrub and tree plantings, identification of plants and trees to remain, be removed or relocated, and other necessary documentation.
 - .4 Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation systems.

.5 Full floor plans including:

- .1 All dimensions and any cross references explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.
- .2 Note all chases and delineate all rainwater leaders.
- .3 Show structural tie columns and coordinate with the floor plan.
- .4 Cross referenced interior elevations.
- .5 Delineate and note all built-in cabinetry or equipment.
- .6 Identify room (F.I.S.H.) and door numbers with all doors having individual numbers.
- .6 Demolition Plans: Indicate required demolition activities. as follows:
 - .1 Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) as necessary if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.
 - .2 Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.
 - .3 Include notes dealing with protection of existing areas as a result of demolition.
 - 4 Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.
- 7 Building elevations developed further than at Phase II and including delineation of building joints (including dimensionally located stucco control joints), material locations, elevation heights, and other building features.
- .8 Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult connections. Specify details for any fire walls to be constructed.
- .9 Reflected ceiling plans indicating ceiling types, heights, light fixture types, mechanical diffuser locations, and sprinkler heads if area is sprinklered. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable Sub-Consultants.

.10 Roof plans:

- .1 Indicating all roof penetrations, including drains, scuppers, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints, typical parapet and flashing details.
- .2 Dimensions to locate the items noted previously, and cross references shown.
- .11 Large scale building details as appropriate to this level of document development and as required to establish vertical controls for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to delineate solutions for difficult connections.
- .12 Interior elevations of all classroom designs including cross references of cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and classroom equipment and accessories.
- .13 Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.

.14 Details of the following:

- .1 Door jamb, head and sill conditions.
- .2 Wall and partition types.
- .3 Windowhead, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
- .4 Interior signage to include classroom and building identification, emergency exiting and equipment signs, and any other items pertinent to the identification of the project. Coordinate with electrical discipline.
- 5 Interior or exterior expansion control connections.
- .6 Any other specialized items necessary to clearly express the intent of the project design.
- .15 Room finish and door schedules coordinated with the floor plans, developed beyond Phase II.
- .16 Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

.17 Mechanical Drawings:

.1 Provide double line duct work layout and HVAC equipment layout drawings with related diagrams and schematic diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.

- .2 Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- .3 Provide 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc.

.18 Electrical: Provide drawings for the following systems:

- .1 Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer printout for all indoor typical indoor spaces and parking lots.
- .2 Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including master clock, intercom, fire alarm, ITV, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.
- .3 Panel schedule may be in preliminary form but circuitry must be included.
- .4 Applicable installation details,
- .5 General legend and list of abbreviations.
- .6 Voltage drop computation for all main feeders.
- .7 Short circuit analysis
- .8 Provide 1/2" scale floor plan and wall elevations for all electrical rooms.
- 9 Indicate surge protector for main switchboard and electrical panels.

.6 Progress specifications:

- .1 Provide preliminary Project Manual including front end documents. Completion of fill-in items in Bidding documents and other "Division 0" documents is not required.
- .2 Provide a preliminary Division 1 based upon the standard documents provided by the Owner, and edited by the Project Consultant after consultation with the Owner to establish project specific requirements.
- .3 Include progress set of all other Sections in Divisions 2-17 with each section developed to demonstrate to the Owner an understanding of the project and an appropriate level of developmental progress comparable to that of the drawings.

- .4 Specification sections shall be organized to follow the Construction Specification Institute's (CSI) current edition of MasterFormat with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.
- An updated Project Design Schedule, reflecting continued Project development and illustrating anticipated schedules for all subsequent project activities including permitting and submittal coordination with all agencies having jurisdiction on the Project. Format updated schedule as a Bar Chart (Gantt Chart) type schedule with milestones.
- .8 Colorboards illustrating color selections, finishes, textures and aesthetic qualities for all finish materials for final review and approval by the Owner and to establish a final pallet of material selections for development of subsequent specifications, schedules and other requirements for incorporation into the Contract Documents.
- .9 A letter from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants or explaining how each previous comment concerning the project has been addressed and/or corrected.

2.4.3 100% Construction Documents Submittal:

- .1 Upon receipt of written approval of the Phase III 50 % Construction Documents and a fully approved and executed ATP and Purchase order (See 5.2.3), the Project Consultant shall proceed with the rest of Phase III Construction Documents.
- .2 Upon 100% completion of the Construction Documents, the Project Consultant shall submit to the Owner seven (7) copies of check sets of the Drawings, Specifications, reports, programs, a final updated Project Development Schedule, a final updated Statement of Probable Construction Cost and such other documents as reasonably required by Owner. The 100% construction documents shall conform to SREF requirements, all mandatory requirements cited by the Florida Department of Education (or the designated reviewer) and those listed below.
- .3 All documents for this phase shall be provided in both hard copy and in electronic media. The Owner will review and approve Phase III documents for submission to the Department of Education (or designated reviewing agency) for review and approval. The following Phase III contract documents shall be included with the Phase III submittal:
 - .1 "Project Transmittal Form" as required by the Facilities and Construction Management Division's Design Section.
 - .2 OEF form 208 "OEF Project Transmittal Form".
 - .3 OEF form 208 (a) "OEF Space Chart Form" formatted to follow the sequence of spaces listed in the SREF Size of Space and Occupant Design Criteria Table.

.4 General Requirements.

.1 Record Set. This submittal is the official record set and shall be the bid documents.

- .2 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 architect or engineer of record that "To the best of my knowledge and belief these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities and all applicable and referenced building codes".
- .3 When requested by the Owner, engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
- .6 Drawings. These documents shall be 100% construction drawings corresponding to the educational specifications and program requirements illustrating the general scope, scale, and relationship of project components. In addition to Phase III 50% requirements, SREF requirements, and information required by the Owner's document submittal checklist for phase III 100%, the documents shall include the following:
 - .1 Site plans including, but not limited to area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.
 - .2 Plans and details including, but not limited to:
 - .1 Title sheets including listing of Project Consultant, Program Manager, School Board of Broward County, a table of contents and statement of compliance by the architect or engineer of record. Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans.
 - .2 Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details.
 - 3 Civil/Structural sheets including paving; bus loops; parent drop; service drive; parking; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
 - .4 Mechanical sheets including floor plans; sections; details; riser diagrams; kitchen exhaust hoods; and, equipment, fan, and fixture schedules.
 - .5 Electrical sheets including floor plans; sections; details; riser diagrams; and, fixture and panel schedules.
 - .6 The drawings should indicate that the approved mechanical/electrical systems, from the Phase II FEEC/LCCA analysis, have been incorporated into the documents.
- .6 Project Manual. The Project Consultant, in its leadership capacity, shall review and coordinate with the Owner regarding the preparation of the following:

- .1 The necessary bidding information, the bidding forms, the conditions of the contract and Division 1 with respect to the foregoing documents and regarding any other Agreements necessary for construction of the project. However, in no case will Project Consultant amend or delete items from these documents without prior review and written approval from Owner.
- .2 A project specific set of Division 1 specifications based upon master documents provided by the Owner, including all schedules, lists and inventories as required to complete the Owner's master documents including Contractor's Submittal schedules, warranty schedules, salvage schedules, preliminary construction schedule, etc.
- .3 Final specification sections for Divisions 2 through 17 organized and formatted as required for the set of Phase III, 50% progress specifications.
- .4 Approved alternate bid items, if required and authorized by the Owner, to bring the project within the Fixed Limit of Construction Cost (FLCC) which would permit Owner in its sole discretion to accept or reject portions of the construction of the project. No additional compensation shall be provided for bid alternates if they are part of the original scope of work.
- .7 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), Florida Statutes (2004) as amended from time to time, shall be submitted to the Owner and the Department of Education (as applicable) for review and approval with Phase III documents. Threshold building inspection plan documents shall be submitted for:
 - .1 Any building greater than three (3) stories or fifty (50) feet in height, or
 - 2 Any building with an assembly space that exceeds five thousand (5000) square feet in area, and an occupant load of five hundred (500) or more persons.
- 8 An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions.
- .9 A letter from the Project Consultant and each of the major technical disciplines and any necessary Sub-Consultants explaining how each previous review comment (as generated by the Owner and/or other reviewing agencies) concerning the project has been addressed and/or corrected.
- .4 If the Latest Statement of Probable Construction Cost exceeds the Fixed Limit of Construction Cost for construction, the Project Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents with the Owner and may recommend changes in such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the Owner).
- .5 The Project Consultant shall make all required changes or additions and resolve all questions on the documents. The 100% complete Check Set shall be returned to the Owner. Upon final review and approval by the Owner the Project Consultant shall furnish seven (7) copies, signed and sealed of all Drawings and Specifications to the Owner without additional charge.

- Grapher and their constituent departments, the South Florida Water Management District, and other state, local or federal agency with jurisdictional authorities prior to the commencement of Phase IV and early enough to ensure that the eventual contractors is not delayed by permit processing by Broward County, a municipality or other jurisdictional agency. The Project Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/Council meetings concerning the project as conducted by other jurisdictional agencies. Project Consultant shall assure the Owner that all mandatory requirements are complete prior to the bidding, included, but not limited to, those that may have a financial impact on the Project.
- .7 Staff from each of the Project Consultant's major technical disciplines and Sub-Consultants as necessary shall attend coordination, review and presentation meetings with the Owner to explain the development of the design concept and technical resolution of their respective building or site systems for both the Phase III, 50% and Phase III, 100% Submittals.
- .8 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.
- 2.4.4 The Project Consultant shall make all changes to the documents as required by the Owner's review of the documents by issuing a written recommendation to the Owner, at no additional cost and resolve initially all questions of constructability, code compliance, coordination across disciplines, clarity of documents, compliance with Owner standards, or other issues raised by the Owner during their reviews of the documents. The Owner will retain the documents submitted at this phase.
- 2.5 Phase IV Bidding and Award of Contract
- 2.5.1 Bid Documents Approvals and Printing: Upon obtaining a fully approved and executed ATP and Purchase order (See 5.2.3), and all necessary approvals of the Construction Documents, and review and, approval by the Owner of the latest Statement of Probable Construction Cost, the Project Consultant shall assist Owner in obtaining bids and awarding construction contracts. The Project Consultant will provide reproductions of the drawings and specifications for bidding purposes at no additional cost to the Owner.
- 2.5.2 The Owner will issue the Bid Documents to prospective bidders and keep a complete "List of Bidders."
- 2.5.3 The Project Consultant shall render initial interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics. The Owner shall make all final determinations and/or interpretations as it relates to building code issues.
- 2.5.4 The Project Consultant shall attend a pre-bid conference as requested by the Owner.
- 2.5.5 The Project Consultant shall prepare addenda, if any are required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval and if dimensional changes or extensive

- graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.
- 2.5.6 The Project Consultant shall be present at the opening of bids with the Owner's staff.
- 2.5.7 The Project Consultant shall participate with Owner in evaluating the bids and shall provide a written recommendation for bid award.
- 2.5.8 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either:
 - .1 Approve the increase of Project costs and award a contract or,
 - .2 Reject all bids and rebid the Project within a reasonable time with no change in the Project,
 - .3 Direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or
 - .4 Suspend or abandon the Project, or
- 2.5.9 Under Article 2.5.6.2 above, the Project Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the project within the Fixed Limit of Construction Cost. The providing of such service shall be the limit of the Project Consultant's responsibility in this regard and having done so, the Project Consultant shall be compensated in accordance with this Agreement. The Owner may recognize exceptional construction market cost fluctuations before exercising the option provided in Article 2.5.6.2 above. The Owner agrees to discuss this issue with the Project Consultant prior to exercising this option.
- 2.5.10 If an estimate or cost analysis is required by the Owner for this phase, the Project Consultant shall utilize the previously established independent cost estimator, or a replacement acceptable to the Owner, to analyze bids and to assist in the preparation of any modified bidding documents or re-bid documents that may be required to ensure successful bidding within the Fixed Limit of Construction Cost.
- 2.6 Phase V Administration of the Construction Contract:
- 2.6.1 The Construction Administration Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner and after the one (1) year warranty period has expired. During this period, the Project Consultant shall provide Administration of the Construction Contract as set forth in the construction contract documents (hereafter referred to and defined as the "Contract Documents") between the Owner and the Contractor, as basic services.
- 2.6.2 The Project Consultant, as a representative of the Owner during the Construction Phase, shall advise and consult with the Owner within the limits established by this Agreement and the Contract Documents. The Project Consultant shall contemporaneously provide Owner with copies of all communications between Project Consultant and others concerning matters material to the cost, time, sequence, scope, performance or requirements of the project.

- 2.6.3 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 the Project Schedule. 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.
 - The Project Consultant shall visit the site at least once per week to become familiar with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents and Project Schedule. The Project Consultant shall coordinate the timing of these visits with the Owner's Representative so as to permit joint observations of the progress of the Work and discussions about project issues. On the basis of on-site observations as a Consultant, the Project Consultant shall keep Owner informed of the progress and quality of the Work. The Project Consultant shall promptly submit to Owner a detailed written report of the results of each visit to the site, and copies of all field reports and notes of meetings with contractor, subcontractors of any tier or suppliers.
 - The Project Consultant shall, based upon its on-site visits, promptly report to Owner any defects and deficiencies in the Work coming to the attention of Project Consultant and shall endeavor to guard the Owner against defects and deficiencies in the Work. This obligation is not reduced or limited by the fact that others, such as the UBCl, are undertaking inspection for or on behalf of the Owner. The Project Consultant shall make on-site observations utilizing the same personnel over the course of the Work. The Project Consultant shall assist the Owner in determining the cost of additional inspections due to the Contractor's failure to perform. Any changes in personnel must be in writing and issued to the Owner.
 - .3 The Project 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.
- 2.6.4 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 submit additional written materials or forms to the Owner relating to or regarding the Project or its progress. Complete notations to the "as built" drawings shall include, but not be limited to all changes due to RFI's, ASI's, COD's, and CO's, in addition to the changes recorded by the Contractor, as noted above.
- 2.6.5 The Project Consultant shall initially interpret matters and provide recommendations concerning performance of Owner and Contractor under the requirements of the Contract Documents upon written request of Owner. The Project Consultant's response to such requests shall be made with reasonable promptness and within any time limits agreed upon. The Project Consultant shall render written advisory decisions, only upon the Owner's request, within a reasonable time, on all claims, disputes and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.
- 2.6.6 All initial interpretations and advisory decisions of the Project Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.

In the capacity of interpreter the Project Consultant shall endeavor to secure faithful performance by both the Owner and Contractor, and shall not show partiality to either. The Owner shall be the final interpreter of any and all matters pertaining to the performance of the Project Consultant and Contractor.

- 2.6.7 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. Whenever, in the Project Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, Project Consultant may recommend special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is to be fabricated, installed or completed, but Project Consultant shall take such action only after consultation with Owner. The Project Consultant's monitoring of such additional special testing or inspections is a part of the Basic Services. Owner shall furnish all such tests, inspections and reports that are required by law or by the Contract Documents or that it has previously approved in writing, without waiving its right to reimbursement from Contractor. However, neither this authority of the Project Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty of responsibility of the Project Consultant to Contractor or other third parties performing portions of the Work.
- 2.6.8 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 fourteen (14) days of receipt by Project Consultant unless Ownerand 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. The Consultant shall not approve changes to the contract or substitutions through the regular submittal process but will utilize those respective methods specified in the Contract Documents. The Project Consultant shall be compensated for reviewing re-submittals after the first re-submittal of a respective submittal as a reimbursable expense with the Owner reimbursed by the Contractor under provisions of the Contract Documents.
- 2.6.9 The Project Consultant shall coordinate with the Owner concerning the Owner's required review of Request for Proposals, Change Orders and Construction Change Directives. The Project Consultant shall:
 - .1 Meet with the Owner prior to the preparation and execution of Request for Proposals, Contingency Use Directives and Change Order items to ensure that proposed changes comply with the intent of the Project's scope and construction schedule and whether the Contractor is entitled to additional sums or contract time for the proposed Work.
 - .2 Reconcile the Project Consultant's analysis of Request for Proposals, Contingency Use Directives and Change Order amounts with an analysis provided by Owner's chosen independent cost estimator and provide the Owner with a recommendation concerning the respective cost studies.
 - .3 Submit written and graphic information documenting proposed changes for formal review by the Owner.
 - .4 Review and indicate concurrence through signing Request for Proposals for Owner's authorization in accordance with the Contract Documents, shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and which are not inconsistent with the intent of the Contract Documents. Such minor changes shall be

implemented through an Architect's Supplemental Instructions (ASI) issued through Owner. The Basic Services shall include providing recommendations concerning Request for Proposals, Contingency Use Directives and Change Orders, and the preparation, permitting and processing of Request for Proposals, Change Orders and Construction Change Directives. This Article shall not supersede Articles 2.9.1.14 or 2.9.1.16.

- .5 Process, prepare and issue contract modification documents, Request for Proposals, Contingency Use Directives and Change Orders, in a timely manner and not allow the period required for evaluation, preparation or to issue such documents to exceed fourteen (14) days. The Project Consultant shall provide written notification to the Owner concerning those modification documents requiring more than fourteen (14) days processing time with an attached explanation of the circumstances requiring longer processing time.
- .6 All final decisions with respect to substitutions, Request for Proposals, Change Orders, and other contract modifications shall be at the sole determination of the Owner.
- 2.6.10 The Project Consultant shall conduct thorough site observations, make recommendations and otherwise assist Owner in determining the dates of Substantial Completion and Final Completion, shall review, approve and forward to Owner for Owner's review, written warranties and related documents required by the Contract Documents and assembled by Contractor, and shall certify a final certificate for payment. At substantial completion, the Project Consultant shall prepare a punch list of observed items requiring correction, completion or replacement by Contractor. The Project Consultant shall administer the Contractor's submittal of various closeout submittals including warranty documents, operations and maintenance materials, extra materials, and other closeout submittals as required by the Contract Documents. The Project Consultant and the Sub-Consultants shall verify and confirm the Contractor's successful demonstration of equipment and systems and the training of the Owner's personnel as required by the Contract Documents. Project Consultant shall inspect the Project upon final completion to determine compliance with the Contract Documents and, upon so determining, prepare and execute the required forms and other documents indicating that the Work is completed in compliance with the Contract Documents.
- 2.6.11 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 of construction support fees to the Project Consultant.
- 2.6.12 The Project Consultant shall assist Owner in determining amounts owing to Contractor based on observation at the site and an evaluation of Contractor's applications for payment and shall certify Certificates for Payment of such amounts as provided in the contract documents and in such forms as the Owner may request. The certification of the Certificate for Payment shall constitute the representation by Project Consultant to Owner based on Project Consultant's observation at the site and the data comprising Contractor's applications for payment, that the work has progressed to the point indicated; the quality of the work is in substantial accordance with the contract documents (subject to an evaluation of the work for substantial conformance with the contract documents upon substantial completion, to the results of any subsequent test by or performed under the contract documents, to minor deviations from the contract documents cited prior to completion, and to any specific qualification stated in the Certificate for Payment); and that the Contractor is entitled to the amount certified. However, the certification of the Certificate of Payment shall not be a representation that Project Consultant has made any examination, other than information which has come to

Project Consultant's attention, to ascertain how and for what purpose Contractor has used the monies paid by the Owner.

2.7 Phase VI - Warranty Administration:

2.7.1 Upon receiving a fully approved and executed ATP and Purchase order (See 5.2.3), and for one year following substantial completion of the construction project, the Project Consultant shall assist 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.

2.8 Other Basic Services:

2.8.1 The Project Consultant shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to Project Consultant's services. Preparation of detailed analysis or documentation (if requested by Owner) shall be a supplemental service under Article 2.9.1.21 with a fully approved and executed ATP and Purchase order (See 5.2.3).

2.9 Supplemental Services

- 2.9.1 The services listed below are normally considered to be beyond the scope of Basic Services as defined in this Agreement, and if authorized in advance by having received a fully approved and executed ATP and Purchase order (See 5.2.3), will be compensated for as provided under Articles 5.7 and 6.2:
 - .1 Providing special analyses of the Owner's needs, and special detailed programming requirements for a project.
 - .2 Providing financial feasibility, or other special studies.
 - .3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.
 - .4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed as during the construction phase.
 - .5 Providing services to make measured drawings of the existing site or facilities.
 - .6 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.
 - .7 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.
 - .8 Providing investigations and making detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

- .10 Providing the services of one or more full-time Construction Inspector during construction; including the services of a Special Threshold Inspector.
- .11 Providing extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Owner's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.
- .12 Providing consultation concerning replacement of any Work damaged or built inconsistent with the Contract Drawings, providing the cause is found by the Owner to be other than by fault of the Project Consultant.
- .13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- .14 Preparing revisions of Schematic Design, Design Development, and Construction Document Phase Documents previously approved in writing by Owner, when so directed in writing by Owner, 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".
- .15 Providing services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any subcontractor not attributable in any way to an Error and/or Omission of the Project Consultant.
- .16 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 reasons such as error or omission of the Project Consultant.
- .17 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.
- .18 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- .19 Providing services after certification to the Owner of that Final Certificate for payment, and said payment 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.
- .21 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.

ARTICLE 3 SUB-CONSULTANTS

3.1 Sub-Consultants' Relations

- 3.1.1 All services provided by the Sub-Consultant shall be pursuant to appropriate Agreements between the Project Consultant and the Sub-Consultants which shall contain provisions that preserve and protect the rights of the Owner and the Project Consultant under this Agreement. All such Agreements shall provide that the Project Consultant may assign or transfer to Owner any and all claims or causes of action which the Project Consultant has or may have against a 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 Project 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. The Owner may, at any time, require the Project Consultant to assign or transfer to the Owner any claims or causes of action which Project Consultant has or may have against one or more of its Sub-Consultants as it relates to these contract obligations regarding or relating to this Project. Upon such request, the Project Consultant shall execute a written assignment or transfer in a form to be provided by the Owner. In the event the Owner requires the Project Consultant to assign or transfer said claims or causes of action then the Owner agrees to indemnify and hold the Project Consultant harmless from any claim or cause of action brought by a Sub-Consultant against the Project Consultant directly related to the claim of 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 Project Consultant proposes to utilize the following Sub-Consultants:

 Per Attachment 5 (Project Team Members)
- 3.2.2 The Project Consultant shall not change any Sub-Consultant without written prior approval by the Owner.
- 3.2.3 The Project Consultant, not later than ten (10) calendar days after the date of this Agreement, shall submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, phone and fax numbers and internet (or other internet e-mail service provider) e-mail addresses.

ARTICLE 4 THE OWNER'S RESPONSIBILITIES

4.1 Information, Documents, And Services

- 4.1.1 Owner shall consult with Project Consultant and provide such information regarding requirements for the project, including a Project Scope, Budget and Schedule which shall set forth Owner's contemplated design objectives, constraints and criteria, including educational specifications, facilities lists, space requirements and relationships, flexibility and expandability, special equipment and site requirements as are reasonably necessary for Project Consultant to perform its services.
- 4.1.2 The Owner shall furnish a legal description and a certified land survey of the site. When possible, the Owner shall supply the certified land survey in hardcopy and electronic media formats. The certified land survey shall provide boundary dimensions, locations of existing structures and/or trees, the grade and line of street,

- pavement and adjoining properties, the rights, restrictions, easements, boundaries, topographic data and information relative to sewer, water, gas and electrical services.
- 4.1.3 Owner shall furnish the services of soil engineers or other consultants if such services are necessary and requested in writing by Project Consultant. Such services may include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, tests for hazardous materials, chemical, mechanical, structural or other tests with reports and appropriate professional recommendations.
- 4.1.4 Owner shall furnish a Project Schedule for the project showing all activities and critical dates necessary to complete the project within the allotted time.
- 4.1.5 Owner shall furnish a Construction Budget which is the portion of the Project Budget allocated for the construction cost of a project and will be based upon the Fixed Limit of Construction Cost with an appropriate contingency factor. This contingency factor includes but is not limited to the demolition, destructive testing and repairs, directed by the Project Consultant, to adequately investigate and document the existing conditions of the facility.
- 4.1.6 As-Built Documentation: When available, drawings and other available documents which were purported to represent "as-built" conditions at the time of original construction will be furnished to the Project Consultant; however, they are not warranted to represent conditions as of this date. The Project Consultant shall perform non-destructive field investigations as necessary to obtain sufficient information to perform his services and as required by field conditions, or the Owner to verify wall assemblies, construction types or other basic information as required to develop the design and documentation necessary for the project. The demolition and repairs associated with the destructive testing shall be compensated as a reimbursable expense. The Owner encourages the use of destructive testing techniques (with prior approval) to retrieve information that can be utilized by the Project Consultant to clearly indicate the disposition of the existing facility and incorporate this information into the Contract Documents.

4.1.7 District Standards and Submittal Checklist

- .1 Design And Material Standards: The Owner will furnish an electronic copy of Design and Material standards for the Project Consultant's use in developing designs and documentation for the project. These documents are technical specifications and the intent of these documents is to convey basic Owner preferences to the Project Consultant. The Project Consultant shall review the content of the Design and Material Standards provided by the Owner and may consult with the Owner concerning discrepancies, errors or suggestions for the improvement of the provided documents. The Project Consultant remains responsible for the technical content and accuracy of documents produced under the terms of this Agreement.
- .2 Design Criteria: The Owner will furnish an electronic copy of the Design Criteria for the Project Consultant's use in developing designs for the project. These criteria are guidelines, which address owner related issues; including but not limited to, ease of maintenance, life cycle costing, and functionality of the facility.
- .3 Document Submittal Checklist: The checklist is a guideline indicating minimum requirements for the submittal of contract documents for each phase of the design process. The completed checklist form will be required with each submission for all applicable disciplines.

- 4.1.8 Standard Construction Bidding And Contract Documents: The Owner shall furnish the Project Consultant with sample bidding and contract requirements and general requirements containing the basic provisions and requirements of Owner. These documents are comprised of the Bidding Requirements, Contracting Requirements, and Division 1 Specification Sections that will be utilized by the Project Consultant to develop the construction contract documents required under the terms of this Agreement. The Project Consultant acknowledges that these Owner Standard Documents will be made available by the Owner and shall be reviewed and analyzed by the Project Consultant and that these documents shall serve as the basis for the Project Consultant's development of bidding documents for the Owner.
- 4.1.9 Owner shall arrange and pay for the required advertisements for bid.
- 4.1.10 Owner, assisted by Project Consultant, shall issue the bid documents to bidders, maintain the planholders list, and issue addenda.
- 4.1.11 Owner shall be responsible for issuance of formal notices to proceed (if any) to the Contractor.

4.2 Owner Furnished Items

- 4.2.1 The services, information, surveys and reports specified by Article 4.1 shall be furnished at the Owner's expense, and the Project Consultant shall be entitled to rely upon the accuracy and completeness thereof. However, if the Project Consultant reviews all of the information provided by the Owner (such as surveys, soil borings and "as-built" documentation) and determines additional information and/or testing is required to properly design the project, the Project Consultant shall request same from the Owner.
- 4.2.2 When documents, services, or other materials furnished by the Owner for the Project Consultant's use are deemed by the Project Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Project Consultant shall notify the Owner immediately upon discovery of same. Failure of the Project Consultant to so notify the Owner shall result in the Project Consultant's 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.
- 4.2.3 The Owner shall furnish the above information or authorize the Project Consultant to provide it, as a supplemental service (except where otherwise stipulated), as expeditiously as possible for the orderly progress and development of the Project.

ARTICLE 5 BASIS OF COMPENSATION

5.1 Professional Service Fees:

5.1.1 The Owner agrees to pay the Project Consultant, and the Project Consultant agrees to accept for services rendered pursuant to this Agreement a fixed fee (as computed by the Fixed Fee method below) of:

-	Dollars. (\$.00)
Reuse Fee		- ,
(Fee Written Out)	(\$)
Site Adaptation Fee		
(Fee Written Out)	(\$	ز
(Other - Description) Fee		
(Fee Written Out)	(\$)

5.2 Fixed Fee:

- 5.2.1 The Fixed Fee listed above is based on the scope of services for a project of this scope, size, complexity and Fixed Limit of Construction Cost (FLCC) of Construction of the project.
- 5.2.2 If the Owner authorizes a significant increase or decrease in the scope of the project, the Fixed Fee may be adjusted as mutually agreed upon. Changes in the FLCC, or, a Construction Contract awarded by the Owner in excess of the FLCC, shall not entitle the Project Consultant to additional Basic Services Fees, and, a Construction Contract awarded by the Owner that is less than the FLCC shall not entitle the Owner to a decrease in Basic Services Fees.
- 5.2.3 The Project Consultant shall not perform Professional Services, Supplemental Services, or Reimbursable Services until a written Purchase Order with the appropriate "line number" has been issued by the Supply Management and Logistics Department together with a fully executed Authorization to Proceed. OWNER SHALL HAVE NO OBLIGATION TO COMPENSATE PROJECT CONSULTANT FOR ANY WORK PERFORMED BY THE PROJECT CONSULTANT PRIOR TO RECEIPT OF A FULLY EXECUTED WRITTEN AUTHORIZATION TO PROCEED AND PURCHASE ORDER.
- 5.3 Not Used
- 5.4 Fee for Additive Alternates:
- 5.4.1 The design of alternates within the Owner's total allocated funds for construction will be a Basic Service.
- 5.4.2 The design of additive alternates, not included in the original project scope, in excess of Fixed Limit of Construction Cost of Construction must be authorized by the Chief Facilities and Construction Officer, and will be considered supplemental services, subject to negotiation.
- 5.4.3 Fees for the design of additive alternates, not included in the original project scope, will be negotiated and issued by a fully approved and executed ATP and Purchase order (See 5.2.3), . The Owner will pay one hundred (100%) percent of the negotiated fee for alternates accepted and only pay for the design portions of the (Phases I through III) for alternates rejected.
- 5.5 Raw Labor Rate:
- 5.5.1
- 5.5.1 Raw Labor is defined as the raw salary rate, as determined from salaries reported to the Director of Internal Revenue, of the personnel engaged directly on a project.
- 5.6 Fees for Reimbursables
- 5.6.1 Reimbursables are those items pre-approved in writing by a fully approved and executed ATP and Purchase order (See 5.2.3), and authorized by the Owner in addition to the Basic and Supplemental Services and consist of actual expenditures made by the Project Consultant and the Project Consultants' employees and Sub-Consultants in the interest of the Work.

- 5.6.2 Authorized travel outside the Dade, Broward and Palm Beach County area, lodging and meals in connection with a project (subject to the limitations imposed by Chapter 112.06l, Florida Statutes); fees paid for securing approval of authorities having jurisdiction over the Work; reproductions (outside of Basic Services and with prior written Owner approval in the form of a fully approved and executed ATP and Purchase order (See 5.2.3); postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Project Consultant and check sets required by the Owner; data processing and photographic production techniques when used in connection with Supplemental Services.
- 5.6.3 The Owner will reimburse the Project Consultant for authorized Reimbursables as verified by appropriate bills, invoices or statements.
- 5.6.4 Any authorized reimbursable shall not include charges for office rent or overhead expenses of any kind, including but not limited to local telephone, cell phone and utility charges, overtime or any discretionary labor benefits, 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 a project. Authorized reproductions in excess of sets required at each phase of the work will be a Reimbursable.

5.7 Fees for Supplemental Services

5.7.1 The Consultant may be authorized by its receipt of a fully approved and executed ATP and Purchase order (See 5.2.3), to perform Supplemental Services described under Article 2.9 and negotiated in accordance with Article 2.8.2. The fee for such services will be Time Spent plus reimbursable expenses with a Guaranteed Maximum Price based on Raw Salary Rates times a fixed multiplier. The fixed multiplier shall cover mandatory personnel expenses, overhead and profit and shall be set at ______ times Raw Salary Rates and shall be included in the Guaranteed Maximum. Where a mutually agreeable Guaranteed Maximum 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.

ARTICLE 6 PAYMENTS TO THE PROJECT CONSULTANT

6.1 Payment for Basic Services

- 6.1.1 Payments for Basic Services may be requested monthly in proportion to services performed during each Phase of the Work and provision of all required insurance policies is a condition precedent to becoming due any such payments to the Project Consultant. Said payments shall, in the aggregate, not exceed the percentage of the estimated total Basic Compensation, or 90% for Phases I, II, or II prior to approval of the submitted design documents, indicated below for each Phase:
 - .1 Fifteen (15%) percent of the total fee upon completion and approval of Phase I.
 - .2 Fifteen (15%) percent of the total fee upon completion and approval of Phase II.
 - .3 Twenty (20%) percent of the total fee upon submittal and approval of 50% of Phase III.
 - .4 Fifteen (15%) percent of the total fee upon completion and approval of Phase III.

- .5 Five (5%) percent of the total fee upon 100% completion of Phase IV.
- .6 Twenty-eight (28%) percent of the total fee upon completion of Phase V
- .7 Two (2%) percent of the total fee upon completion of Phase VI (Warranty) and approval of all Work and audit of account, as per Article 5.
- Partial payments may be made in Phase V (but not in excess of ninety (90%) percent of the aggregate of Phase V) in monthly increments which are proportioned to match the Work's percentage complete reflected by the Contractor's monthly Applications for Payment. If the Owner's required Substantial Completion date for Phase V is extended through no fault of the Project Consultant, the Project Consultant shall be reasonably compensated for any required professional services and/or expenses not otherwise compensated for in connection with such time extension(s), in accordance with Article 6.2. If the Owner's required Substantial Completion date for Phase V is extended due to an action or inaction of the Project Consultant to the detriment of the Owner, no additional payments or time shall be due to Project Consultant. The Project Consultant shall include with its billing, in either electronic or hard copy format, the following supporting information, and any additional supporting information required by the Owner: time sheets for any fees based upon Raw Salary Rates, subcontractors invoices, invoices for reimbursable expenses and time sheets, subcontractor invoices for reimbursables made necessary by the performance of Work. The invoice shall be totaled and care shall be taken to assure previously paid charges are not duplicated.
- 6.1.3 If the project reaches Final Completion (as defined by the Construction Contract Documents) prior to the expiration of the Anticipated Construction Time, then full payment shall be made at that time provided the Project Consultant has completed all obligations for submittals and other services (including Project Record Documents) as required by this Agreement.
- 6.1.4 No payments shall be due to Project Consultant unless and until all materials, forms and documents required by this Agreement have been provided by Project Consultant and its Sub-Consultant to Owner, or others whom are to receive same. The Owner retains the right to withhold payment from the Project Consultant for non-performance of the Project Consultant during any phase of the Project.
- 6.1.5 The Project Consultant shall submit invoices in the Owner's required invoice format as provided.
- 6.1.6 All Submitted invoices shall have copies of referenced ATP's attached.
- 6.1.7 During project Phases I through III, the Project Consultant shall submit an updated Project Schedule reflecting the Project Consultant's scheduled and actual progress with each submitted invoice. As an attachment to the Project Schedule, the Project Consultant shall provide a progress report giving percentage of completion of the Project development.
- 6.1.8 Project Consultant shall submit a monthly MWBE Sub-Consultant Utilization Report with the monthly request for payment, on forms provided by the Owner.
- 6.1.9 Payments are due and payable thirty (30) days from receipt of the Project Consultant's invoice provided it is in accord with the requirements of this Agreement,
- 6.2 Payment for Supplemental Services / Reimbursables

- 6.2.1 Payment for Supplemental Services and/or Reimbursables may be requested monthly (on the Owner's standard invoice format) in proportion to the services performed. When such services are authorized, the Project Consultant shall submit for approval by the Chief Facilities and Construction Officer, a duly certified invoice, attaching to the invoice all supporting data for payments made to Sub-Consultants engaged on the project or task.
- 6.2.2 Payments are due and payable thirty (30) days from receipt of the Project 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 months or terminated in whole or in part, during any Phase, the Project 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.
- 6.3.2 If the Project is resumed after having been suspended for more than three months, the Project Consultant's further compensation shall be adjusted by the addition of Project Resumption Expenses. Project Resumption Expenses are in addition to compensation for Basic and Supplemental Services, and are full compensation for all damages and expenses which are directly or indirectly attributable to resumption of the Project Consultant's services after a Project Suspension. Project Resumption Expenses are applicable only to a Project Suspension by the Owner and shall be computed as a percentage of the total compensation for Basic Services and Supplemental Services earned to the time of termination, as follows:
 - .1 Two (2%) percent of the total compensation for Basic and Supplemental Services earned to the date of Project Suspension for the respective schematic or design development Phase only, if Project Suspension occurs before or during the design development design phase; or
 - .2 Five (5%) percent of the total compensation for Basic and Supplemental Services earned to the date of Project Suspension for the construction documents phase only, if Project Suspension occurs during the construction documents phase development phase; or
 - .3 Five (5%) percent of the total compensation for Basic and Supplemental Services scheduled for the construction contract administration phase only, if Project Suspension occurs during the construction support phase.

ARTICLE 7 REUSE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

7.1 Scope of Services

- 7.1.1 It is understood that all Professional Service Agreements for design and other services include the provision for the Owner's optional re-use of drawings, specifications and other documents (including Phase V of Basic Services described in Article 2); and that the Project Consultant agrees to such re-use in accordance with this provision.
- 7.1.2 If the Owner elects to re-use the drawings, specifications and other documents, in whole or in part, prepared for the project for other projects on other sites, the Project Consultant will be paid a re-use fee, for Basic Services described in Article 2 for Phases I through VI, in the amounts of:
 - .1 Twenty (20%) percent of the original fee for Basic Services for Phases I through III.

.2 Thirty-eight (38%) percent of the original fee for Basic Services for Phases IV, V and VI.

Alternatively, the Owner agrees to pay the Project Consultant, and the Project Consultant agrees to accept, a flat reuse fee of:

(Fee Written Out) \$XX,XXX for the reuse of ct> <Project number> <facility>:

This flat reuse fee will only apply if an actual dollar amount is listed above.

- 7.1.3 For each re-use the Project Consultant shall review the final as-built design of any prior reuse or reuses and shall include all Basic Services rendered under the reuse(s) and incorporate all modifications to the drawings, specifications and other documents resulting from Change-Orders, Errors and Omissions, Code revisions and Code corrections made during the prior reuse(s), and, modifications normally required to suit the new site. (This does not include preparation of reverse plans, changes to the program, subsequent code revisions or exceptional site conditions). The stipulations and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed. Reuse fees do not include preparation of documents for offsite improvements.
- 7.1.4 If a reuse project commences in excess of three years from the acceptance of the design development documents by the Owner then Owner shall negotiate the fees to be paid to Project Consultant.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification

- 8.1.1 To the fullest extent permitted by law, the Project Consultant shall indemnify, defend and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by any errors, omissions or negligent acts of the Project Consultant, any sub-consultant or sub-sub-consultant, any supplier and any individual or entity directly or indirectly employed by any of them.
- 8.1.2 In any and all claims against the Owner by any employee of the Project Consultant, or anyone for whose acts the Project Consultant may be liable, the obligations for Project 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 Project Consultant under workman's compensation acts, disability acts, or other employee benefit acts.
- 8.1.3 In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Project 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 Project Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Project Consultant further agrees to pay, at the sole expense of the Project Consultant, the attorney's fees

and cost 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.

8.1.4 The Project Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Project Consultant under this Indemnification Agreement shall survive termination of this contract.

ARTICLE 9 INSURANCE

9.1 General Insurance Requirements

- 9.1.1 The Project Consultant shall not start work under this Agreement until the Project Consultant has obtained all insurance required hereunder and such insurance has been approved by the Owner.
- 9.1.2 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 at least an "A-" rating and a financial rating of no less than VI in the current A. M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.
- 9.1.3 Insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectible coverages maintained by The School Board of Broward County, Florida.
- 9.1.4 The Project Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Contract and shall maintain same at all times during the term of this Agreement.
- 9.1.5 All 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 Project 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 Project Consultant. No material change or cancellation of the insurance shall be effective without a thirty (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).
- 9.1.6 Certificates of Insurance must clearly list any and all deductibles by coverages.

9.2 Insurance Required:

9.2.1 Automobile Liability Insurance: The Project 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 One Million (\$1,000,000) Dollars 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.

- 9.2.2 Professional Liability (Errors and Omissions): The Project 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 insurance policy shall be non-cancelable and the limits of the Professional Liability Insurance Policy shall be as follows:
- 9.2.2.1 Not used.
- 9.2.2.2. 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 Project 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 Project Consultants whose cumulative construction value for all Board contracts is between Five Million One (\$5,000,001) Dollars to Ten Million (\$10,000,000) Dollars.
 - One Million (\$1,000,000) Dollars on a per claim/Five Million (\$5,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One (\$10,000,001) Dollars.

The Project 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 Project Consultant will be required to show proof of coverage at the higher limit / aggregate. In addition, the project 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 Project Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Project Consultant or any person employed or acting on the Project 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 Project 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.

9.2.3 Workers' Compensation Insurance: The Project Consultant shall maintain Workers' Compensation Insurance in compliance with Florida Statutes, Chapter 440 and Employer's Liability Limit of not less than Five Hundred Thousand (\$500,000) Dollars per Occurrence.

9.2.4 General Liability Insurance: The Project 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 10 GENERAL PROVISIONS

10.1 Performance

- 10.1.1 Performance and Delegation: The services to be performed hereunder shall be performed by the Project Consultant's and Sub-Consultant's own staff, unless otherwise approved by the Owner in writing. Said approval shall not be construed as constituting an Agreement between the Owner and said other person or firm.
- 10.1.2 **Term of Agreement:** The term of this Agreement shall start upon execution by the parties hereto and extend until the completion of Phase VI (Warranty) activities as set forth above except as may be otherwise agreed to in writing by the parties hereto, or as provided further herein under Article 10 and Article 7.
- 10.1.3 Time for Performance: The Project 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 each Phase within the time stipulated in the Authorization To Proceed (Attachment 6 to this Agreement ("ATP")) and as required by the Project Schedule (Attachment 1 to this Agreement). The Project 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.
- 10.1.4 **Time Extensions**: A reasonable extension of time for completion of various Phases may be granted by the Owner should there be a delay on the part of the Owner in fulfilling its obligations pursuant to this Agreement. Such extension shall not be the basis or cause for any claims or causes of action by the Project Consultant for additional or extra compensation. Under no circumstances shall the Project Consultant be entitled to additional compensation or payment as a result of or relating to delays on the Project.
- 10.1.5 Time is of the essence with regard to the performance of this Contract.
- 10.1.6 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 applicable interest as set forth herein.

10.2 Termination Of Agreement

- 10.2.1 Right to Terminate: The Owner has the right to terminate this Agreement for its own convenience on seven days written notice. Upon termination of this Agreement, the Project Consultant shall be paid in accordance with Article 10.2.5. 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.
- 10.2.2 The Consultant may terminate this Agreement only for a material breach of the Agreement and provided the Project Consultant has given the Owner written notice of the material breach and ten (10) days to cure that breach. In the event of any dispute regarding or relating to performance pursuant to this Agreement, or payment hereunder, then in that event, the Project Consultant is obligated to continue performance in accordance with the terms of this Agreement unless instructed by the Owner to suspend or delay performance.
- 10.2.3 Owner may terminate this Agreement for cause, which may include, but not be limited to any of the following; failure of Project 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 10.2.8 of this Agreement. In such event Project 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 Project 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 the Agreement for cause, then it shall be deemed to be a termination for convenience pursuant to Article 10.2.1 above, and the Project Consultant's sole compensation shall be compensation in accordance with that paragraph:
- 10.2.4 Whether or not this Agreement is so terminated, Project Consultant shall be liable to Owner for any damage or loss resulting from such failure or violation by Project Consultant, including, but not limited to, costs in addition to those agreed to herein for prosecuting professional services to completion and delay damages paid or incurred by Owner. 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.
- 10.2.5 **Termination Expenses:** Termination Expenses are in addition to compensation for Basic and Supplemental Services, and are full compensation for all damages and expenses which are directly or indirectly attributable to termination. Termination Expenses are applicable only to a termination for convenience by Owner and shall be computed as a percentage of the total compensation for Basic Services and Supplemental Services earned to the time of termination, as follows:
 - .1 Twenty (20%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs before or during the schematic design phase; or
 - .2 Ten (10%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs during the design development phase; or
 - .3 Five (5%) percent of the total compensation for Basic and Supplemental Services earned to the date of termination, if termination occurs during any subsequent phase.
- 10.2.6 Annulment: The Project Consultant warrants that no one has been employed or retained other than an employee working solely for the Project Consultant, to solicit or secure this Agreement; and that the Project 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.
- 10.2.7 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 Project Consultant shall execute a truth-innegotiations certificate as in accordance with 287.05 and all required language set forth therein. Requirements of Florida Statute 287.055 (2004), as amended, are incorporated herein by reference.
- 10.2.8 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.
- 10.2.9 Termination of Scrutinized Companies or False Certification: SBBC reserves the right to terminate this Agreement in accordance with Section 287.135(5), Florida Statues, 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 Statues, if the other party is found to have submitted a false certification.

10.3 Project Consultant's Accounting Records and Right to Audit Provisions

- 10.3.1 Project Consultant's records which shall include any and all records reasonably requested by Owner that relate to performance of services by Project Consultant or Sub-Consultants. Records include but are not limited to information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), books, papers, documents subscriptions, recordings, estimates, price quotations, agreements purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, youchers, monthly, quarterly, yearly or other financial statements, accounting records, payroll time sheets, job cost reports, job cost history, margin analysis, written policies and procedures, all Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultants, contracts, correspondence), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), constructability or peer reviews, coordination documents, logs and supporting documentation, general ledger entries, insurance information, and any other supporting evidence necessary to substantiate charges related to this contract (all 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 the contract. 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 contract.
- 10.3.2 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 contract, for the duration of the work, and until five (5) years after the date of final payment by Owner to Project Consultant pursuant to this contract. 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 cost or found not to be in compliance

with provisions of this contract, shall be reimbursed to the Owner.

- 10.3.3 Owner's agent or its authorized representative shall have access to the Project 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.
- 10.3.4 Project Consultant shall require all Sub-Consultants and insurance agents, 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 Project Consultant pursuant to this contract.
- 10.3.5 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Project Consultant to the Owner in excess of \$25,000 the actual cost of the Owner's audit shall be paid by the Project Consultant.
- 10.3.6 Public Records: The following provisions are required by Section 119.0701, Florida Statues, and may not be amended. Project 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, Project 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 Statues, or as otherwise provided by law. Project 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 Project Consultant does not transfer the public records to SBBC. Upon completion of the Agreement, Project Consultant shall transfer, at no cost, to SBBC all public records in possession of Project Consultant or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Project Consultant transfer all public records to SBBC upon completion of the Agreement, Project Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Project Consultant keeps and maintains public records upon completion of the Agreement, Project 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
[Name]
[Street Address]
[City, FL zip code]
[754-321-####]
[e-mail: (email address)]

10.4 Ownership of Documents

- 10.4.1 The Schematic Design and Design Development documents developed under this Contract shall become and be the sole property of the Owner whether the Project for which they were developed is executed or not. The Project 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 Project Consultant. All or part of the Schematic Design and Design Development documents prepared by the Project Consultant for this project may be used as a prototype for other facilities by the Owner. Any reuse of Schematic Design or Design Development documents developed under this Contract by the Owner or others as permitted by the Owner shall be at the sole discretion of the Owner and at the Owner's sole risk.
- 10.4.2 Provided the Project Consultant has complied with the terms of this Agreement, construction working drawings, specifications and other documents or materials developed after the completion of the design development phase are and shall remain the property of the Project Consultant whether the Project for which they are made is executed or not.
- 10.4.3 The Owner shall be permitted to retain copies, including reproducible and electronic media copies, of drawings, specifications and other documents or materials developed after the Design Development Phase for various informational and reference purposes related to management, maintenance and operation of facilities, establishing construction standards, and various other archival functions without limitation and without subsequent notice to the Project Consultant.
- 10.4.4 The drawings and specifications may be used by the Owner on other projects, or for any other purpose included, but not limited to, for completion of the Project's construction in the event the Project Consultant's services are terminated as per other provisions of this Contract.
- 10.4.5 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Project Consultant's rights.
- 10.4.6 In the event of the Project 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, or for any other purpose.
- 10.4.7 In the event Owner requests any such documents or materials referred to in this Article and Project Consultant fails to provide same as requested by Owner, then Project Consultant acknowledges that Owner will be irreparably harmed and subject to an injunction to provide same.
- 10.4.8 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 Project Consultant. The Owner will delete any title blocks or other marks identifying the originating Project Consultant from any materials so distributed. The Owner will indemnify the Project Consultant against any claims that result from the modification of data and disks by the Owner.

10.5 Electronic Media

10.5.1 Where this Agreement or referenced provisions in the Contract Documents require the Project 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 (Attachment 3 to this Agreement).

10.6 Attachments and References

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

.1	Attachment 1:	Project Schedule
.2	Attachment 2:	Project Scope

- .3 Attachment 3: Electronic Media Submittal Requirements
- .4 Attachment 4: Project Consultant's Invoice Format, Reimbursable and Supplemental

Services Format

.5 Attachment 5: List of Project Team Members

.6 Attachment 6: Authorization to Proceed (ATP) Form

Professional Services Required

Project Schedule Professional Fee

.7 Attachment 7: Document Submittal Checklist

.8 Attachment 8: Document 00455 - Background Screening

.9 Attachment 9: IRS Form W-9

.10 Attachment 10: Truth in Negotiations Certificate
.11 Attachment 11: ACH Payment Agreement Form

.12 Attachment 12: Conflict of Interest Form

10.6.2 Online Documents: The following documents shall be downloaded by the Project 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

10.7 Extent of Agreement:

- 10.7.1 This Agreement represents the entire and integrated Agreement between the Owner and the Project Consultant and supersedes all prior negotiations, representations or agreements, written or oral.
- 10.7.2 This Agreement may not be amended, changed, modified, or otherwise altered in any particular, at any time after the execution hereof, except by resolution of The School Board of Broward County, Florida.
- 10.7.3 This Agreement is for the benefit of the parties to the Agreement and is not for the benefit of any other parties nor shall it create a contractual relationship with any other party.
- 10.7.4 This Agreement shall be governed by the laws of the State of Florida Venue of any action arising out of this Agreement shall be in Broward County, Florida. The parties are encouraged to participate in mediation of any dispute before engaging in litigation.

10.8 Strict Performance:

10.8.1 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 provisions or rights in that or any other instance.

10.9 Prompt and Satisfactory Correction:

10.9.1 The Owner, at its sole discretion, may direct the Project 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, regulations or ordinances.

10.10 Successors and Assigns:

- 10.10.1 The performance of this Agreement shall not be delegated or assigned by the Project Consultant without the written consent of the Owner.
- 10.10.2 The Project 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.

10.11 Certification Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion:

10.11.1 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 8 85.200, Debarment or Suspension, 8 85.201, Treatment of Title IV HEA participation, and 885.215, 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.

10.11.2 Certification and Disclosure

- .1 The lower tier participant (Project 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 (Project 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.)

10.12 Non-Discrimination, EEO, and ADAAA

- 10.12.1 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.
- 10.12.2 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.

10.12.3 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.

10.13 Captions

10.13.1 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.

10.14 Authority

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 provisions contained in this Agreement.

10.15 Notice

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

To SBBC: Superintendent of Schools

The School Board of Broward County, Florida

600 Southeast Third Avenue Fort Lauderdale, Florida 33301

With a Copy to:

Office of the Chief Facilities Officer

600 SE 3 Avenue

Fort Lauderdale, FL 33312

Attn: Leo Bobadilla Chief Facilities Officer

With a Copy to:

Office of Facilities and Construction

3775 SW 16th St

Fort Lauderdale, FL 33312 Attn: Shelley N. Meloni

Director, Pre-Construction Office of Facilities and Construction

And

Heery International, Owners Representative

811 Ponce de Leon Boulevard Coral Gables, FL 33134

Attn: Robert Corbin

Program Director/Vice President

To Design Professional:

Insert Name and Address Provided by Other Party

With a Copy to:

Insert Name and Address Provided by Other Party

10.16 Excess Funds

10.16.1 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.

10.17 Background Screening

10.17.1 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. Project 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 Project Consultant and its personnel. The Parties agree that the failure of Project 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.

Project 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 Project 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 8 of this Agreement and the laws of Florida.

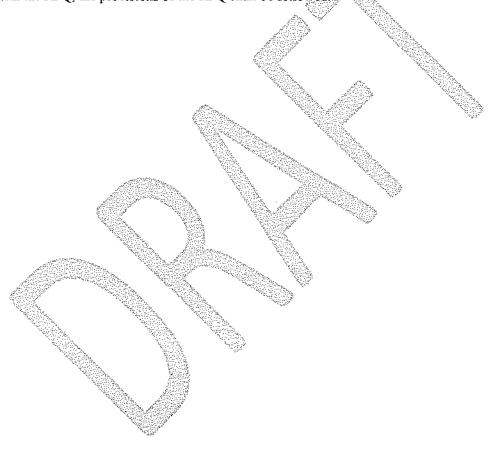
10.18 Errors and Omissions

- 10.18.1 The Project Consultant shall be responsible for any errors, inconsistencies or omissions in the drawings, specifications, and other documents. The Project Consultant will correct the drawings and specifications at no additional design cost to the Owner for any and all errors and omissions in the drawings, specifications prepared by the Project Consultant. The Project Consultant further agrees, at no additional cost, to render assistance to the Owner in resolving problems relating to the design or specified materials.
- 10.18.2 Deductions may be made from the Project Consultant's Basic Services Compensation on account of errors and

omissions in the drawings, specifications and other documents prepared by the Project Consultant or in the Project Consultant's performance of its obligations under this Agreement.

ARTICLE 11 INCORPORATION OF RFQ INTO AGREEMENT

11.1 In addition to those Attachments and References identified and made part of this Agreement in Article 10.6.1, the provisions of RFQ No. XXX ("TYPE OF SERVICE") (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.

(SEAL) ATTEST THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA Robert W. Runcie, Superintendent of Schools Dr. Rosalind Osgood, Chair Approved as to Form and Legal Content: Office of the General Counsel

DELETE THE SIGNATURE SECTIONS NOT USED

WHEN THE PROJECT CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

(Corporate Seal)

(ATTEST)

(Type Name of Firm Here) Legal Name of Corporation

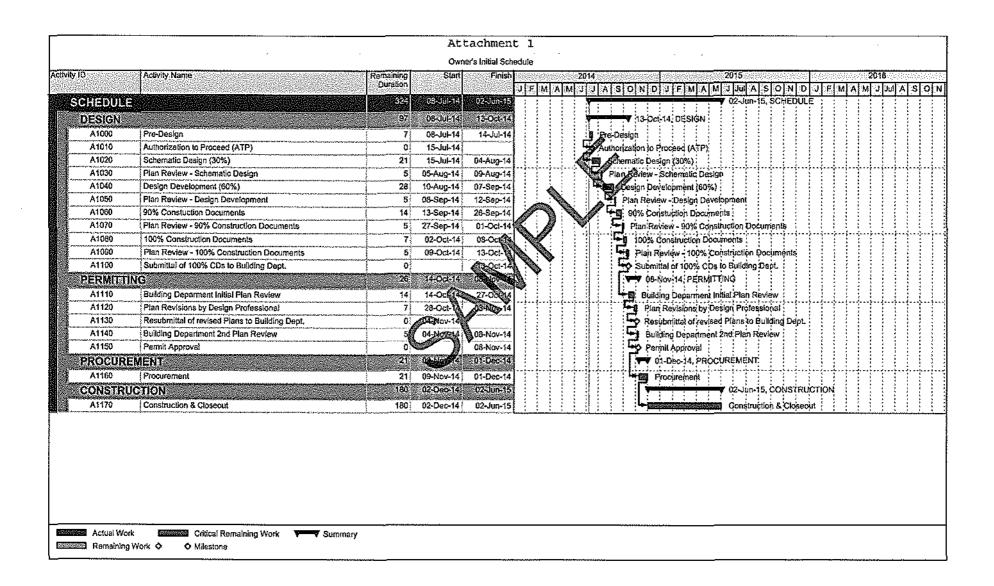
President, (Type Name Here)	Secretary, (Type Name Here)
	(Type Registration Number Here)
	Project Consultant's Registration Number
	registration ratioon
WHEN THE PROJECT CONSIDE	ANT IS AN INDIVIDUAL OR PARTNERSHIP
WHEN THE I ROSECT CONSULT	ANT IS AN INDIVIDUAL ON TAKING ASIM
(ATTEST)	
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	Project Consultant's
	Registration Number
WHEN THE PROJECT C	ONSULTANT IS A JOINT VENTURE
(Composts Soul)	(Companta Coal)
(Corporate Seal)	(Corporate Seal)
Firm's Legal Name	Firm's Legal Name
- man argui traino	Z IIII o Doğu Timilo
Ву:	Ву:
Signature (Type Name Here)	Signature (Type Name Here)

Project Consultant's Registration Number (ATTEST) Witness (Type Name Here) Witness (Type Name Here) Witness (Type Name Here) Witness (Type Name Here)

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF BROWARD

BEFORE ME this day of		, appeared _	, and,	
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PROJECT SCOPE

Refer to RFQ Attachment G for the Project Scope which is to be included in the PSA. The Project Scope was not included in the sample PSA to limit the size of the RFQ document.

Electronic Media Requirements

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

ELECTRONIC MEDIA

1.0 General Information

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

2.0 Software Requirements

- 2.1 Word Processing
 - 2.1.1 Provide word processing files in Microsoft Word for Windows compatible file formats including all information necessary for remote printing.
- 2.2 Spreadsheets
 - 2.2.1 Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all information necessary for remote printing.
- 2.3 Computer aided Design and Drafting
 - 2.3.1 Provide all CADD files as AutoCAD 2010 files, Window's version.

3.0 CAD Standards

- 3.1 Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.
 - 3.1.1 All sheets within a set shall be the same size unless pre-approved otherwise. (for example survey sheets)
- 3.2 Design Professional shall provide to the Owner the standard file naming Protocol they will be utilizing.
- 3.3 CAD File Layering
 - 3.3.1 Conform to the most up to date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."
 - 3.3.2 Provide the required Layering for the Florida Inventory of Schoolhouses (F.I.S.H.) documents
 - 3.3.1.1 The F.I.S.H. layering scheme is not available on-line. It can be requested through:

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

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

size, and any other special instructions.

- 4.4.2 Instructions concerning how to generate plotted, drawings from the provided plot files.
- 4.5 Provide all symbols and blocks used in the project in a separate files.
- 4.6 List of all database/spreadsheet files associated with each drawing, as well as a description and documentation of the database format.
- 5.0 Ownership: Refer to Agreement for specific Owner and Design Professional's rights.
- 6.0 Documents for the Construction Contractor:
 - 6.1 The Owner and the Design Professional shall make various electronic information available to the Contractor during the Construction phase of the Project.
- 7.0 Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.
- 8.0 At the Contractors option, the Design Professional will provide the Contractor one set of AutoCAD (.dwg) electronic file format contract drawings, to be used for as built drawings at the Contractor's option. Note that the Architect's name and information to be removed.

Design Professionals Invoice Format

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

- 1. Letterhead Containing Firm Information
 - A. Firm Name
 - B. Address
 - C. Telephone and FAX Numbers
 - D. Consultant's Invoice Reference Number
- 2. Address Transmittal/Letter to:

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

- 40
- 3. Ensure that Transmittal/Letter references the following information:
 - A. Date of submittal.
 - B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01).
 - C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the Facilities Project Manager at the beginning of the project.)
 - D. Name of Facility (and Facility Number).
 - E. Name of Project
 - F. School Board Project Number
- 4. Ensure attachment of the following documents to the Transmittal/Letter:
 - A. Design Professional's Invoice Form
 - B. Design Professional's Reimbursable Invoice Form
 - C. Copy of signature page (page 3 of 3) of the Design Professional's Authorization to Proceed.



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

Design Professional		Date:
(Name)		
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	Curren	t Fee Previously Bil	lled This Invoic	e Balanc	e .
Basic Services	\$	\$. \$	\$	
Reimbursable	\$	\$	\$	\$	
Total:	\$	\$	\$	\$	_

BASIC FEE TOTALS:

Period	Fee	Previously E	Billed Thi	s Invoice Balance	
From to dates	\$	\$	% \$	% \$	%
	\$	\$	% \$	% \$	%
	\$	\$	% \$	% \$	%
	\$	\$	% \$	% \$	%
,	\$	\$	% \$	% \$	%
Other Services	\$	\$	% \$	% \$	%
Total Previously Bi	lled:	\$			
Total Amount This	Invoice:		\$		
Total Balance:					\$

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



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

10 20h		Design P	rofessional's Reimbursab	le Invoice
Project No: Project Title: Design Professional's: Remit to address:		_	Facility Name: Invoice No SBBC PO No. ATP No. Invoice From: Project Manager:	
Item No.	Date		Reimbursable Item	Amount

	<u></u>			
	•			
			Invoice Total	\$
Receipts for each Item n	nust be attached			
Current Contract Amount:	\$			
Total This Invoice:		\$		
Total Previously Billed:			\$	
Total Balance:				\$
Submitted By: Name: Title: Date:	Certified By: N Project Manage		Recommended By: Name: Title: Date:	Approved By: Name: Title: Date:

(Signature)

(Signature)

(Signature)

(Signature)

Design and Professional Consulting Staff

Prime Firm:

Name	Title	Role	Time Commitment	Ftorida professional license	Email Address
-					

Subconsultant:

Name	Title	Roie	Time Commitment	Florida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Ftorida professional license	Email Address

Subconsultant:

Name	Title	Role	Time Commitment	Florida professional license	Email Address

Consultant's Authorization to Proceed

Refer to RFQ Attachment H for the Consultant's Authorization to Proceed form which is to be included in the PSA.

ATTACHMENT 7

Design & Support Services DOCUMENT SUBMITTAL CHECKLIST

GO TO:			

http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp



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

(754) 321-0505

Attachment 8

Document 00455: Background Screening of Contractual Personnel

Project No: Location No: Project Title:	
Project Hae.	
Facility Name:	
5	

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		
COUNTY OF		
Before me, the undersigned aut	hority, personally appeared	
sworn, made the following state		ng by me first duly
Contractor Name:		
1. Commactor Hame.	•	
Address:		
O May relationship to the Com	· · · · · · · · · · · · · · · · · · ·	
2. My relationship to the Con named in (1) above is:	uacioi	
(,	(List relationship such as sole proprietor president, etc.)	r, partner, president, vice
3. Federal Employer Identif Number (FEIN) (or if entity 1		
FEIN, the social security num		
the person signing this statement)		
PROCEED. The above-named Contract Section 1012.465, Florida	or presently complies fully with the require Statutes to the extent that all contracts of this bid HAVE met Level 2 Screening reconstructed.	rements set forth in
BY:	DATE:	
NAME (Printed)	TITLE:	
Notarization	State of:)
)
Sworn to and subscribed before m	e, the undersigned authority, by	
who is personally known to me produce:	or did	
an identification and who did t	ake an oath.	
Notary Public:	ALL CAMPAGNA AND A PRINCIPAL OF THE CONTRACT O	Affix Seal
	AND THE COLUMN THE COL	_

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.

From W-9
(Nov. Acquer 2013)
Constraint of the Unions)

Request for Taxpayer Identification Number and Certification

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

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	KONG, NOT	ter en Marian de graph single en france e	1440 on any tonign pa	rtnurs' sinare of effec	thick corne	more emoore ulderest butto
	t. County must from TM you are giving a correct for you are working for a number of the nation and the nation of t			round that a partner is a		
10 00 2	,	en deinel ha harta en welthaltend de	foreign person, and pa	y the section 1445 w	Producting to	a. Transcan, il you are a
	2. Cortly that you are not subject to backup withholding, or 3. Claim examption from backup withholding it you are a U.S. exampt payor. If U.S. parson that it is partner in a partner to conducting a trade of business in the Unded States, provide Form W to the partnership conducting a you are a U.S. exampt payor. If					
applica	TWO YOU BY DISHOO COX	trying that as a U.S. porton, your apocacou shere of	and avoid soution (440)	wastolding on your	state of be	rtnarship Indomia.
muh byz	emoneth teams ha	ort et toque fon et stanket to etter .2.0 a e	······			

Cat. No. 10031X

Form W-9 (Flore & 2012)

In the comes below, the tribusing person must give form W-9 to the partnership for perposes of exhibitating its U.S. while and excelling withouting on his absorbed above of heli become form the pertnership constanting a touch in business. in the United Status

 \bullet in the case of a disregarded entity with a U.S. dwiver, the U.S. dwiver of the disregarded entity and not the entity.

in the case of a granter intel with a U.S. granter or other U.S. owner, generally.
 the U.S. granter of other U.S. owner of the granter treat and not the treat, and

In the case of a U.S. trust joiner from a granter trust, the U.S. trust poter true a granter trust and not the beneficiaries of the trust.

Foreign person, it you are a longer person of the U.S. bearen of a torage bent that has skelled to be treated as a U.S. person, do not use Form W.S. Instead, use the appropriate Form W.S. or Form \$102 hose Falleddon 515, Vithinoding of Tax on floringiated Foreign Entitles;

On the resident allow who becomes a resident allow, for early, only a revealed on allow who becomes a resident allow, for early, only a revealed on allow individual may use the terms of a text treaty to reduce or elements. U.S. tax on content types of morphs. However, most text treates content a provision known as "favoring clause," Exceptions apporting in the severing clause may permit an assumption from the to contents from the favoring even after the payon has otherwise become a U.S. venicural along the proposition.

If you are a U.S. heaten's when who is nelying on an exception combined in the sawing clause of a less treety to claim an own-phon from U.S. sec on contain type of records, you must attach a statement to Form VY-9 that specifies the indowing the fine sawing.

- The treaty country. Comercity, this must be the sense breaty under which you benead exemption from tox as a normalized atten.
- 2. The freety article addressing the income,
- 3. The article runnbor for incurring in the tex steady that contains the exercity classes and its exceptions, $\ \,$
- 4. The type and encount of thomas that qualifies for the exemption from tax.
- Sufficient facts to justify the enterpitors from his under the terms of the interly article.

Example, Article 20 of the U.S.-Charle Income test thesy allows an exemption from the stressment process received by a Charless student temporarily process, the first of States, the Charles student is supporarily process, the student will become a research state or the stay as the United States executed as executed states the tay for the process. The student process are the stay of the first Protection to the U.S.-Charles student years, 1984, allowed a processor as resident allows to the supply over extent years of Charles student between the provisions of Article 20 to continue to apply over extent publication who qualifies for the supply of the student student who qualifies for the supply of the strength publication of the United States. A Charles student who qualifies for the strengthen from the continue to the continue of subsection and its supply of the supply process except allowed to Forms W-9 a subsection from the processor are stay of subsection from the continue to the supply of the supply of the strengthen from the continue the supply of t

you are a normalised above or a booking orbits, give the requisitor the appropriate completed Form W-8 or Form \$233.

aggregates companied north with or Purm each. What is backing withholding? Persons making certain paymonts to you must send under conditions withholding? Persons making certain paymonts. This is called "hacking withholding." Paymonts this may be subject to because withholding include interest, but example instruct, and may be subject to because withholding include interest, these example instruct, and may be subject and backing withholding include instructions, so pay paymonts made in authorizing the subject in the subject in the subject in the subject in the subject is not instructed by any top to our portions. Here example transactions are not authorized. popusus etrecking.

You will not be subject to backup with holding on payments you necess if you give the requester your cornect Tits, make the proper conficultations, and report of your transport sectionals and disclaimly on your tax returns.

Payments you receive will be subject to backup withholding it:

- 1. You do not furnish your TW to the requester,
- 2. You do not certify your TW when required fees the Part II restructions on page 3 or details.
- 3. The IFIS toke the requestor that you harmshed an incorrect TSV.
- 4. The STS late you may you are marked to bustern with noting because you did not report at your interest and discious on your tax reason for reportable interest and disciously, or
- 5. You do not contry to the requester that you are not subject to because with noticing under 4 spore for reportable interest and divisional accounts opened after 1943 crey.

Contain payons and payments are exempt from backup withholding, Sub Enamps payon code on page 3 and the separate instructions for the Requester of Form VI-0 for more information.

Also san Special rules for partnerships on page 1.

Also sale apocar dest for parameters in page 1. What is FATCA reporting? The Foreign Account Tax Compliance Act FATCA; expulse a participating foreign framelal trabilition to report all United States account headers and are specified United States persons. Contain pages are example from FATCA reporting, deal Exemption from FATCA reporting, deal Exemption from FATCA reporting double 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 when you claimed to be an exempt payer if you are no histopy an exempt payer and employed incoming my majoritable payers if you are no histopy and employed payers and employed the provide payers and in the provide updated information if you are in C corporation that each to be an in-Corporation, of if you no hardy are tax exempt, in existing, you must sure a new Form Will it the enter of TW changes for the exempt, in example, if the great of TW changes for the exempt of a greater trust disc.

Penalties

Feiture to furnish TRC if you had to furnish your correct TRI to a requestor, you are subject to a pareity of \$50 for each auch faiture crease your faiture in due to reasonable cause and red to write region.

Civil penalty for tains information with respect to withholding, if you make a time industries with no reasonable banks that results in no bankup withholding, you are subject to a \$500 penalty.

Communal personal for transforming informations. Without tolstlying contributions or offermations may autiputly you to common personal protection including these and/or

Mississe of Title. If the nocusesian discloses or uses Titles in violation of lackatel lane, the requisitor may be subject to this and criminal penalties.

Specific Instructions

If you are an included, you must generally only the mane shown on your income the makes those of your income the makes, if you have charged your last reme, for instance, the to marging without informing the Social Sucurity Administration of the cense change, when your last hairs of the best hairs abrown on your social security card, and your FROM BOOK FROM D.

if the succount is in joint names, list that, and then since, the name of the person or shifty whose number you entered in Pert I of the form.

Some proprietor. Entiry your individual name an entwention your income has naturn on the Teleman time, You tray your faile your fourtheast, state, or "doors, business ass (CDA)," names on the "Sundaisse names/bungarabed entity names" it we.

Partmership, C Corporation, or & Corporation, Evilor the entiry's name on the "Mane" he and any backers, trade, or "doing business as (CCA) name" on the "Susmoss removiding and orthy name" and

Thusbroom restroichteragarded welthy Fatter" hind.
Charagarded certify, For U.S. Societal his purposes, an artify that is disregarded as an artify appeals from its owner is to enter it treated as a "disregarded entity." See Societal in a control of the second as a "disregarded entity." See Societal and a "disregarded entity." See Societal and the Character is the "historia film. The nature of the entity artificial on the "historia" also struck appeal of the "historia" and the structure of the "historia" and the structure of the "historia" and the structure of t

Note, Check the appropriate box for the U.S. Indural loss classification of the person emple nume is entered on the "thereof" are (indured back) proprietor. Partnershy, C Composition, S Composition, Traditionable,

Partnership, C. Corporation, S. Corporation, Frust vessels,
Limited Liabellay Company (LLC), if the period liabellad on the "famile" the is an
LLC, check the "Limited Saciety company" box only and order the appropriate
code for the U.S. Sudant in classification in the space provided, if you are an LLC
test to medicate as a partnership for U.S. Sudant liab purposes, print "F" for
partnership, if you are an LLC that has find a Form 8000 or a form 1950-10 be
faced as a composation, order "C" for Composation or "S" for Scorporation, as
appropriate, if you are an LLC that is demograted as an entity acquired and exchanlary, do not should the LLC box creates the cover of the LLC projection to be
identified on the "State" limit is another LLC that is not throughout the recovers of the suppressed of the LLC box creates the cover of the LLC projection to be
identified on the "State" limit is another LLC that is not throughout the resource tax purposes. If the LLC box creates the cover of the LLC projection to be
covered, order the appropriate lian classification of the covered boundaries on the
Name "see appropriate lian classification of the overed boundaries on the Abres too.

Officer existings. Exist your trustmess restricts an attention to required U.S. factoral text constructs on the "Natural line. This remail should melicin this remail shown on the charter or other layed document creating the entity. You may enter any bushoes, truck, or DSA nature on the "Ellientees remail/damples red with natural line.

Exemptions

If you are secretal from backup withholding analys FATCA reporting, arise in the Esseptions box, any Godelig Fast may apply to you. See Essings payes code and Esseption Trans FATCA reporting code on page 3.

Paga 3 Form W-9 Flav. 8-2012)

Example payers code. Conorally, inclinituals (including some proprietors) are not example from backup with reading. Corporations are example from backup with history for contain popularies, and, as a forest and declarate. Corporations are not assempl from backup withholding for payments made is sufficience of payment. count or trans party nativors transactions.

Note. If you are exempt from backup withroading, you should still complete this form to exist possible enchances backup withholding.

The following codes identity payees that are exempt from backup will holding:

- 1—An organization exempt from the under section 50 kgs, any SFA, or a custodial account under section 400 by/) if the account settletes the requirements of section 400 by/.
- 7-The United Status or any of its agencies or instrumentalities
- 3... A state, the Central of Constition, a possession of the United States, or any of their position experiences or restructionalism.
- 4...A foreign government or any of his political subdivisions, agreeous, or instrumentation
- 5-A corporation
- 5....A dealer in accurates or contraction required to register in the United States, the District of Columbia, or a possession of the United States
- T.-A butture commission manders' registered with the Commodity Futures Trading Commission
 - Bert transcorf cities loss A-8
- The An antity suggestored at all times during the Law year under the transferent. Company Act of (940)
- 10—A common brust fund operated by a bank under section \$59/pp
- 11-A transini imiliados
- 12 A mitigation an enough in this introduced community as a notifice of
- 13-A tree exercit from the product section file or president in section 4947

The knicking struct shows types of payments that may be exampt from backup withholding. The chief applies to the instruct payons listed above, 1 through 12,

IF the payment is for	THEN the payment in exempt for
rewal and dividend payments	Vt exemity balons entain
Europhian desermantibures. 	Exampl payment through 4 and 6 strongh 11 and all Charporations. So corporations small not enter an example payor code because they are example only for sales of honovered socurious acquired prior to 2012.
Bartial auchonge transactions and patronage dividends	Exempt payons 1 Dyough 4
Paymorts over \$000 required to be reported and direct sales over \$5,000 [‡]	Concrety, exempt payous 1 through 5 ²
Payments made in selfement of payment card or third party numeric transactions	Exempt payees t through 4

[&]quot;See Form 1000-MESC, Miscolandous income, and its instructions.

See Form 1000-MESC, Miscolanicous Income, and in transcords, the Newmork of the Recenting payments in more to a composition and only inhibit on Form 1000-MESC are not example them beckup withholding medical and health care payments, alternay's less, goals proceeds paid to an alternay, and payments for services pend by a televist exceeding paid to an alternay, and payments for services pend by a televist exceeding code. The following codes identify payers that are severel from reporting under FATCA. These codes supply to persone secretaring the form reporting under FATCA. These codes supply to persone secretaring the form of the following the form in the form of the following the form in the form of the following the following the first interest in the form of the following the following the first interest in the form of the following the fo restriction is subject to trace requirements.

- A—An organization council from the surface exection 50 (or only extended subsensors plant as defined in accision 7701 (app. 17)
 - 8-The Chilled States or any of its agencies or instrumentable
- C.--A state, the Diotect of Columbia, a possession of the United States, or any of their political autodeleases or instrumentalities.
- D.-A corporation the abode of which is requirely traded on one or more established securities mention, as described in Fig. section 1.7472-190(1))
- E-A corporation that is a mambar of the same expended efficient group as a corporation described in Flag. section 1.1472-163(1)
- F.—A confer in securities, commonities, or contenting therefore institutions (including notional principal contracts, faculties, forwards, and options) that is registered as such under the laws of the United States or any case.

- G...A maj astata Probabbare Pure
- H...A requisited meastment company as defined in rection 651 or an entity egistered at all times during the list year under the investment Company Act of
 - 5-A common trust fund as defined in section 584(a)
 - J--- A bank as defined in section 58 (
- SWICES A-X
- L....A trust excepte from the under section 664 or described to section 4647(65))
- M A tax exempt trial under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TH in the appropriate box, if you are a readers alon and you do not have and are not aligned to got an SSR, your TH to your IHS included texpayor identification number \$190, Frant is not excited security number box, if you do not have an IFR, not how to got a TM below.

if you are a sole proposition and you have an EM, you may writer wither your SSM or EM, However, the 613 previous that you use your SSM.

If you are a single-member LLC that is disregarded as an entity expansion from its county time Limited Limitary Company (LLC) on page 15, enter the county's SSN for ENL if the comes has one; On not enter the desognated entity's ENL if the LLC is closelfied as a composition or perhambility, enter the entity's ENL.

Mote. See the chart on page 4 for further confidence of name and Tifl combinations.

How to get a TRL if you do not have a TRL supply for one amendment. To apply fir an SSA, get Form SSAS, Application for a Social Security Card, from SSAS, Application for a Social Security Card, from your social Security Amendment and the series of the size of the series which series with the series of the series with the series of the series with the series of th

If you are based to complete Form W-E but do not have a TINL apply for a TIN and write "Applied For" in the epice for the TINL and and date the form, and give it to the requirement of the term, and give it to the requirement of the term, and contain payments made with exopact to madely tradicate institutioning, generably you will have do days to get a TINL and give it to the requirement before you are subject to becaup withouting on payments. The 60-days has done in apply to other types of payments. You will be subject to becaup withouting on all such payments until you provide your TIN to the root and the term of the term of the payments.

Note. Externing "Applied For" means that you have already applied for a TRI or that you have already applied for a TRI or that you have already.

Courtiers: A development i.f.S. writty that has a through owner must use the appropriate Form W-6.

Part II. Certification

To actuablish to the withholding agort that you are a U.S. person, or mediant also sign Form W.A. You may be requested to sign by the withholding agort oven it dams Y, A, or 6 bottom includes observate.

For all joint account, only the person whose TRN is ellower in Pert I should sign femon required, in the case of a discognized only, the person identified on the "Semio" the must sign. Elempt payeos, see Elempt payeo accessed written.

Signature requirements, Compilits the certification as indicated in items 1 through 6 below.

- Interest, dividend, and barter exchange accounts opened before 1994 and broker accounts considered active during 1963. You must give your consist TRL but you do not have to high the cartification.
- 2. Inharest, dividend, broker, and barrer exchange accounts opened after 1983 and broker accounts considered tractive during 1983. You must sign the currinostant or backup withholding will apply, if you are subject to become withholding and you are samply providing your bornect TM or the requestor, you must cross out town 2 in the confliction before signing the form.
- 3. Real estate transactions. You must sign the contribution. You may cross out Som 2 of the coefficient.
- 4. Other payments. You must give your context TM, but you do not have to sign the continues or sheet you have boon notified that you have previously given an encompot TM. "Other payments" include payments made in the dourse of the requester's back or business for rares, rejeties, goods jother than tells for marchemidele, insolved and hearth care services (including paymonts to corporations, paymorts to a nonemployou for services, paymonts made in sedimentar of paymort service and living party notwerk transactions, paymonts elected to cortain tering book creer mambers and featuremen, and gross processes paid to
- consin terms, book creatments and tendence, and grain processes paid to attempts (including payments to oppositions).

 5. Microgage interest paid by you, acquisition or abandonment of ecouned property, cancelestion of debt, qualified button program payments funder section 529, IHA, Coverdel ESA, Archer 185A, or HSA contributions or debtbuttons, and possion distillations. You must give your cornect TM, but you do not have its eight the contributions.

Page 4

What Name and Number To Give the Requester

For this type of account:	Give hame and SSN of:
1, and states	The rich toler
2, Two or mero individuals gond account)	The actual owner of the recourt of, if companied funds, the Stat
	individual on the account "
3. Custotion account of a minor (Unitype Cift to Minors Act)	Stanfor*
4. a. The central merculation servings trust (granter is also trustice)	The grantor-trustee"
 So-called frust account first to red a logal or water trust under sizes low 	This because owner *
5, Sale proprieterable or disregarded acting comod by an individual	'The owner'
O, Cristor trust films under Optional Form 1000 Films Malmod 1 (1604 Flugulation section 1 (1711—1510) (1745)	The grantier
For this type of account:	Gara name and ERI of:
Decogarase shifty not exmed by an Individual	The Course
ilit. A visited trust, exchates, or periodicin basel	Lagai antry "
© Corporation or U.C electric corporate status on Form 6832 or Form 2553	Subcorporation
 Azacciation, cisto, religious, charitania, adsparticula, or other insteadingly organization 	gue dell'augus
it, Partnorship er matti-mamber (LC	The partnerstop
12. A troker or registered nemines	The broker of remember
13. Account with the Department of Agriculture in the memors of specific unity facult as a state or local government, school district, or prison; that receives agricultural program payments.	The public entity
1A. Country that filtry under the Form 1044 Filtry Malthod or the Optional Form 1000 Filtry Malthod 2 2000 Regulation country 1.671 465(2)(92)	The bust

Line that and circle the norms of the person whose runton you furtish. If only one person on a joint account has an SSN, that person's number must be furnished.

Coming this entropy's reserve and furnish this states a \$25%.

Mores, if no name is circled when more than one name is linked. The restrict will be considered to be that of the that name issued.

Secure Your Tax Records from Identity Theft

identity that occurs when acondona uses your personal information such as your name, social security number (SSIS), or other startifying information, without your permission to commit house or other informations. An identity that may use your SSIA to get a job or may tile a tax neturn using your SSIA to receive a return.

- To reduce your not:
- · Protect your SSN.
- Ensure your employer to protecting your SSH, and
- Be careful when choosing a last property.

If your tax records are adjucted by kilentity their and you receive a natice from the ITS, respondingly away to the name and phone number privial on the ITS notice or letter.

If your text records are not currently attented by startily that his you that you are at text out to a lost or stokin pursu or walks, quantionable credit card activity or credit report, contact the SEI blantily that Hoters is 1-800-908-4400 or submit Form 14009.

For more information, and Publication 4525, Identity That Provention and Victim

Motims of standing that who are apparenting accordance from or a system problem, or are seeing high in resolving that problems that have not been machined through normal character, may be elepted for functional Advocate Service (FAS) assistance. You can never TAS by calling the TAS less than case trains one of 1.577-777-4778 or TTY/TCO 1-800-808-4052.

Protect yourself from resignations emails or philating achieved. Pfilating in the creation and use of arrest and woodlan designed to mark teglimate business. aments and websites. The most constitute as its sunding an entered to a user listing claiming to be an established legislature enterprise in an attempt to established legislature enterprise in an attempt to establish the use listing automating private statimation that will be used for kinetily than.

The RTS close not subside contacts with tempoyers we arrests. Also, the SRS close not request personal destated internation introdys erost or seek tempoyers for the PMI numbers, passwords, or stellar secret access information for their credit card, bank, or other interests accounts.

By you receive an unscaled enset cashing to be from the IRS, tonsard this message to prishing this grow. You may then seport misuse of the IRS, tonsard this message to prishing this grow, You may then seport or the IRS property to the Treatury temporare General for Tax Administration of 1.800-300-4664, You can invest appropriate or make at the Fooder Treature 1.800-300-4664, Touch the IRS property or contact them at warming powerfact or 1.877-4884, Touch the IRS property of the IRS Kotheft (1-677-438-4339).

West \$15 you to learn more about starting that and how to reduce your risk.

Privacy Act Notice

Excline 5:00 of the Internal Revenue Code requires you to provide your content TRN to persons (rectuing Rederal agencies) who are required in the Internation returns with the SES report Princed, districted, or carban other meeting you cannot you paid, the acquisition or absenced or sourced property, the canonication of doct, or source transfer of doct, or source transfer and the person collecting this form must it internation for the form to the information returns with the SES, reporting the above the formation for the formation returns with the SES, reporting the above the formation for the formation returns with the SES, the Colored to the advanced on the transfer and the support of the colored to other countries cricing at the Colored and state agencies to entering the formation about many to disclosed to other countries cricing a treaty. To industrial agencies to entering the action of the countries to contain the contain terminal transfer. On the contain terminal transfer of the support of the contain terminal transfer of the contain terminal transfer of the payer or only you are required to Sec a terminal transfer contains and order to pay the area of the contain terminal transfer.

Payments to a payer who does not give a Till to the payer, Certain parallels many associately without a personage of terminal internation.

Combine minimal matter and name are name to asset to asset.

The must storm your included name and you may also amon your business or TIBA* name and the "Business matterdamperated smally name and "the may are other your SSM or EIM (Eyou name one) had the IRS employing you no may your SSM.

This had and those the name of the brust, exists, or person hast. File not turned the TiMad the personal appearance or business are legal unity to the old damp which the account the IRM Also and Special risks to be legal unity to the old damp which the account the IRM Also and Special risks to performance or page 1.

[&]quot;Nexts. Creates asso must provide a Forth Wile by trustee of inset.

The School Board of Broward County, Florida

Professional Services Agreement

ATTACHMENT 10

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)

AMOUNT	OF CONT	RACT:	
	•	CERTIFICATE OF	TRUTH IN NEGOTIATION
factual ur are accur Statutes	nit costs s rate, comp CH287.05	supporting the compolete, and current a	knowledge and belief, all wage rates and other ensation negotiated for the referenced contract the time of contracting as defined in Florida sented to The School Board of Broward County, port of:
PROJECT	NAME (S))	
Are accur	ate, comp	lete and current as	of
(Day), ((Month)	(Year)	
		•	FIRM: (Name exactly as listed on contract)
			PRESIDENT:
			Ву:

Reference: Florida Statutes 287.055

PROJECT NAME:



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

VENDOR NAME:	

Authorization Agreement

I (we) hereby authorize <u>The School Board of Broward County</u> to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize <u>The School Board of Broward County</u> 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		
ame of Bank or Financial Institution: _			_
Branch/ State:			
Routing No:			
		Checking	Savings
ccount No:			
VENDOR AREA:		Fau.	Email
Remittance Confirmation: please select one)		Fax □	Email
picase select offe)		Ц	اا
ederal Identification No. Vendor		TAX ID#	SS#
Updat	e Purchase Order Fax & Email /	Address	
entralized Fax Number		Dept	L
Centralized Email		Dept	-
Centralized Phone No.		Dept	
	Signature	ta ytti urus yerin esti a ya fari ili. Waliota	randa da d
Authorized Signature		Data	
Primary) and Business title:			·
Authorized Signature Joint) and Business title:		Date:	
Please attach a VOIDE	D check to verify bank details and routing	ı number.	
This form must be retu	rned to: SBBC - Purchasing - Data Strate	egy Group	
7720 W. Oakland Park Blvd,	Sunrise FL 33351 call: 754-321-0516 or fax	# 754-321-0533	
	For Use by DATA STRATEGY GROU		ing a second of the second of
Vendor Account#	Date Entered	Initials: _	
oard of Broward County			

The School Board of Broward County	y, Florida	
RFQ#and NAME	to account the first fields	
DISCLOSURE OF POTE	NTIAL CONFLICT OF INTEREST AND CONFLIC CONTRACTUAL RELATIONSHIP	TING EMPLOYMENT OR
	Proposer must disclose, in its RFQ, the names of a of SBBC. Persons identified below may have oblitutes.	
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:		
	known persons employed by Proposer who are als	o an employee of SBBC.
	rsons who are employed by Proposer, who are al	
Signature	Company N	ame
Name of Official	Business Ad	dress
	City, State, Zip Code	

REQUIRED RESPONSE FORM - Proposer Information

RFQ Issued Date:					
	Note: For Joint Venture Proposals, see instru PROPOSER INFOI				
PROPOSER'S (COMPANY) NAME:					
STREET ADDRESS:					
CITY, STATE AND ZIP CODE: _					
PROPOSER TELEPHONE:	PROPOSEF	₹FAX:			
CONTACT PERSON:					
CONTACT TELEPHONE:	CONTACT	FAX:			
E-MAIL ADDRESS TO SEND PU	RCHASE ORDERS TO:				
INTERNET E-MAIL ADDRESS:	INTER	RNET URL:			
	FICATION NUMBER:				
I hereby certify that: 1. I am submitting the following information as my Firm's Qualifications and I am an Officer of the Firm. 2. Proposer has not discussed, or compared the Qualifications with other Proposers and has not colluded with any other Proposer. 3. Proposer, its principals, or their lobbyists has not provided any campaign contributions to School Board Members during the period in which the Proposer is attempting to qualify, to provide Design Services to the School Board. This period of limitation shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by: — School Board Policy 3320, Part II, Section HH — School Board Policy 1007, Section 5.4 Campaign Contribution Fundraising 4. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws. 5 All responses, data and information contained in this Proposal are true and accurate 6. Proposer agrees to acceptance of the contents of all pages in this Request for Qualifications (RFQ) including all attachments and the contents of all issued Addenda. 7. Proposer agrees to be bound to all terms, conditions and requirements identified in the Request for Qualifications, its Addenda and its Attachments. 8. The Proposer understands that everything contained herein are requirements of this RFQ and failure to comply will result in disqualification of the Qualifications submitted.					
Signature of Proposer's Officer	r (blue ink preferred on original)	Date			
Name of Proposer's Officer		Title of Proposer's Officer.			

JOINT VENTURES: In the event multiple Proposers submit a joint Proposal in response to the RFQ, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the REQUIRED RESPONSE FORM shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFQ.

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Firm:			
RFQ#:			
Scope of Available S	Services Form		
	(Both of these columns can be yes)		
Scope of Services	In House Services (yes or no)	Consultant	
Architecture			
Civil Engineering		*	
Electrical Engineering			
Land Surveying			
Mechanical Engineering			
Structural Engineering			
Landscape Design			
Site Analysis and Planning			
Plumbing Design			
Other			

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

(754) 321-0505

Document 00220a: Proposer's Request for Information						
To:	Purchasing Agent Procurement and Warehousing Depa 7720 W. Oakland Park Blvd., Suite 3 Sunrise, Florida 33351					
				(For Owner's Use Only) Bidder's RFI No.:		
Project:			Project Number & Location Number:			
Facil	lity Name:		Project Con	sultant:		
	Category: Information not si Interpretation of I Conflict in RFQ R Coordination		cuments			
Subject:						
Des	cription:					
Atta	ichments:					
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Bide	der:		Ву:			
Con	npany Name & Address:			Signature		
	Phone:			Title		

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