

**AGREEMENT FOR OPEN END SERVICES FOR GENERAL CIVIL AND
ENVIRONMENTAL ENGINEERING CONSULTING SERVICES**

**BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND CONSULTANT**

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

KEITH AND ASSOCIATES, INC.

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 Florida Statute 287.055 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 for which the Consultant is hired to provide services, per Attachment “1” to this Agreement, Scope of Work, for Consulting Services. For each project, some or all of these Services will be part of the Scope of Work for that particular project or any additional work required by the Owner, related to the intended Scope of this agreement. 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 of the person performing the work, time, reimbursable and supplementary services, for that particular project and confirming the terms and conditions of this Agreement, each invoice will be supported with the actual hours worked by the team member, submitted

to the Owner by the Consultant in its original proposal and at the hourly rate submitted to the Owner based on the agreed hourly rates and Unit Prices. Each project assigned to the Consultant will be identified by the Owner's (as defined in 1.1.2) assigned project numbers. 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 unless the contract is extended. The total dollar amount for all fees to be paid to the Consultant for all projects pursuant to this Agreement may not exceed Five Hundred Thousand (\$500,000) Dollars. The Agreement may be extended for one year and/or One Hundred Thousand (\$100,000) Dollars. The Owner and Consultant agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions:

- 1.1.1 **The Deputy Superintendent, Facilities and Construction Management** - An employee of the School Board of Broward County, Florida, who has the authority and responsibility for oversight and management for the Owner of the specific project of which the Work is a part. Referred to hereinafter as the Deputy Superintendent.
- 1.1.2 **Owner** - The School Board of Broward County, Florida (SBBC). The School Board of Broward County, Florida, through its Board, which is the approving body of all Agreements, changes in the scope of work, change orders, fees, final acceptance of the project final payment and use of the contingency as set forth in Article 6.1 of the Agreement between Owner and Contractors.
- 1.1.3 **Owner's Representatives** - The Deputy Superintendent of Facilities, Construction Managers or his designee.
- 1.1.4 **Contractors** - Any person, firm or corporation with whom a Contract has been awarded by the Owner under any type of delivery process, for the performance of any work as directed by the Owner on the Work covered by the Contract.
- 1.1.5 **Project Consultant** - The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this contract or Agreement, hereinafter referred to as either (Project Consultant or Consultant).
- 1.1.6 **Project Manager** - An employee of The School Board of Broward County, Florida, (SBBC) who is designated by the Deputy Superintendent for Facilities and Construction, and Construction Director to manage or provide direct interface with the Contractor, or Project Consultants with

respect to the Owner's responsibilities. They could be Project Manager I, II, III, or a combination of PM's based on the complexity and size of the Project.

- 1.1.7 **Project** - The Project is the total work to be performed under this Agreement. The Project consists of planning, design, or other Professional Services necessary to build the component or parts of the project identified in the project manual and or as contemplated by the Owner under an approved scope of work.
- 1.1.8 **Phase** - A designated subdivision of the Work, usually with its own requirements for Substantial and Final Completion, Professional Services Work with its own completion schedule. A Phase may be designated for completion by the Owner's own forces, or by Other Contractors or Professional Consultant.
- 1.1.9 **Punch List** - A list of items of work required by the Contract Documents which after inspection by the Owner and the Contractor has been termed to be deficient and/or inconsistent with the Contract Documents or Professional Services.
- 1.1.10 **Subcontractor/Sub-Consultant** - A person or entity other than a material man or laborer who enters into a Contract with a Contractor and or Consultant for the performance of any part of Construction and or Design or Services required by the Owner, or its representative. The term "Subcontractor or Sub- Consultant" is referred to throughout the Construction Contract Documents and or Service Agreement as if singular in number and means a Subcontractor or Sub-Consultant as an authorized representative of the Subcontractor or Consultant. The term "Subcontractor and or Sub-Consultant" does not include a separate contract or subcontract with the Owner.
- 1.1.11 **Fixed Limit of Construction (FLCC)** - Fixed Limit of Construction Cost, referred to hereinafter as FLCC, and is the total dollar value of the Contractor and or Professional Services Consultant fees, contingency, and cost of the work to include other Consultant fees.
- 1.1.12 **Guaranteed Maximum Price (GMP)** - The GMP is the maximum amount of money that the Owner shall pay the Contractor or Consultant for all the work described in the contract documents and the Consultant's fee.
- 1.1.13 **Submittals** - Are prepared by the Contractor or those working on his behalf (subcontractors, material suppliers, and others) to show how a particular aspect of the Work is to be fabricated and installed. The Contractors submittals include shop drawings, product data, samples, mock-ups, test results, warranties, maintenance agreements, project photographs, record documents, field measurement data, operating and maintenance manuals, reports, certifications and other types of information described in the specifications.
- 1.1.14 **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 of the work performed by the Contractor 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. Occupancy may not be the sole factor in determining whether substantial completion has been achieved.

- 1.1.15 **Sub Consultant** - A person or organization of properly registered professional architects, engineers or other design professionals who have entered into an agreement with the Owner or Contractor to furnish professional services to the project.
- 1.1.16 **Superintendent or Contractor and/or Contractor's Project Manager** - The executive representative for the Contractor present on the project at all times during progress, authorized to receive and fulfill instructions from the Owner and the Project Consultant, if applicable, and capable of management of the work efficiently as designated, per current and applicable contracts.
- 1.1.17 **Superintendent of Schools** - The duly appointed executive officer of the Owner authorized to act by and through the School Board of Broward County.
- 1.1.18 **Surety** - The firm, corporation, or individual which is bound by the Construction and Performance Bond with and for the Contractor, and which engages to be responsible for the Construction and acceptable performance of the work and for his payment of all debts pertaining thereto.
- 1.1.19 **Building Code Inspector: Employees of the School Board of Broward County, Florida**, and others designated by the Chief Building Official (CBO) who are certified by the State of Florida. Any references to "UBCI" within any documents shall mean BCI. The BCI are certified pursuant to Chapters 468, 471 and 481 of the Florida Statutes. A BCI may provide plan review, construction inspection for code compliance and report non-compliant work to the Broward School Project Manager, Project Consultant and Contractors under contract with the Owner.
- 1.1.20 **Scope of Work** - The totality of the obligations, including construction and other services, imposed on the Contract and or Consultant by the Contract Documents, whether completed or partially completed, and including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project or Services.
- 1.1.21 **Written Notice** - Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last business address known to him who gives notice. Electronic, FAX or other telephonic transmission **shall not be** considered as a written notice.
- 1.1.22 **Change-Order** - A change order is issued and approved by the Owner for additions or deletions in the scope of work or services provided by the Contractor or Consultant. A change order shall increase or decrease the Contract Cost.
- 1.1.23 **Construction Change Directive (CCD)** - A CCD is issued and approved by the Owner or its designee for additions or deletions in the scope of work or services provided by the Contractor, and or Consultant with authority to proceed with the change needs to be expedited. The

Contractor and/or Consultant are not required to agree on the terms offered by the Owner for the change at the Owner's sole discretion. (Unilateral Directive)

- 1.1.24 **Contingency Use Directive (CUD)** - A CUD is issued and approved by the Owner for the purpose of Accounting for unforeseen increases or decreases in the construction cost and/or Professional Services to be utilized for unforeseen circumstances and will need to be approved by the owner per the agreement.
- 1.1.25 **Supplemental Services** –Those services referred to in Article 5.2 below under Consulting Services.
- 1.1.26 **Authorization to Proceed** – A fully approved and executed purchase order document in the form found in Attachment #4, issued by the Owner's representative to the Project Consultant and/or Contractor, authorizing all or a portion of the work of specific professional services to proceed per contract documents and or agreement.
- 1.1.27 **Senior Project Manager** (Design / or Construction) – An employee of the SBBC referred to hereinafter as the "SENIOR PM" and who is the direct Supervisor of all the Project Managers (PM I, II, & III) and is responsible that all projects are completed within time and budget per signed Contract Documents.

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 (Present the Curriculum Vitae to SBBC) 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 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'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, replaced personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects and if any of the original selected and approved personnel are changed by the Consultant, the Owner will require the rate of the new employee and the professional qualifications of the replaced personnel for acceptance of the Owner or his representative.

2.2.4 CONSULTANT'S PROPOSED TEAM MEMBERS

The Consultant proposes to utilize the following personnel for all projects pursuant to this Agreement:

SEE ATTACHMENT 5

(List of Project Team Members)

- 2.2.5 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-2.0111 (Educational Facilities), the Florida Department of Education's State Requirements for Educational Facilities ("SREF"), Florida Building Code (FBC), Florida Fire Protection Code, 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), with Owner until final completion of the Project serving as the interpreter of the intent and meaning of SREF, FBC or any other applicable codes; and (B) be provided for the benefit of the Owner and not for the benefit of any other party. (C) If funding is Federal and the aggregate dollar amount or value exceeds two thousand (\$2,000) dollars, applicability of the Davis-Bacon Act and all its references will apply to any design or task and reference will be made within the specifications. Include all Consultant services normally required for a project of this type as listed in the project scope. The Consultant's services shall conform to Owner's specifications.
- 2.2.6 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 Florida Statute 1013.37 as amended from time to time and the Florida Building Code, as amended, from time to time.

ARTICLE 3 – SUB-CONSULTANTS

Refer to Section II-A of RFQ No. 2010-33-FC

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-Consultant 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 Professional Service and or 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 for all Projects pursuant to this Agreement are as follows:

SEE ATTACHMENT 5

- 3.2.2** The Consultant shall not change any Sub-Consultant without prior approval by the Owner.
- 3.2.3** The Consultant, not later than ten (10) days after the date of this Agreement, shall submit a list of contact information for Sub-Consultants which includes contact names, firm addresses, telephone and fax numbers and internet (or other internet email service provider) email addresses and all the professional credentials of the sub-consultant, and of their team members to include State license etc.

ARTICLE 4 – THE OWNER’S RESPONSIBILITIES

- 4.1** Information, Documents and Services Furnished: The Owner shall consult with the Consultant and provide such information regarding requirements for the Project as is reasonable to accomplish the services requested.
- 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 (within 48 hours in writing) of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant (within 72 Hours). Failure of the Consultant to so notify the Owner shall result in the 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.

4.3 Project Management:

- 4.3.1** The Deputy Superintendent: The Deputy Superintendent 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:

- 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 and/or a fee as set forth on Attachments 1 and 4 attached hereto and incorporated by reference.

5.2 Supplemental Fee:

- 5.2.1** The Basic Service Fee listed above (hereinafter called the “Fee”) 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 1 and 4 hereto indicates a fee computed on the basis of a Multiple of Direct Salary Expense, such fee shall be a multiple of 2.25 times the Direct Personnel Expense as defined in Article 5.04, not to exceed One Hundred (\$100.00) Dollars per hour by either Principals or employees. It is mandatory that the approved hourly rates be submitted for the Consultant’s team members and identified for each of the persons performing the work assigned and the hours worked per team members on each invoice.
- 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 Deputy Superintendent 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, not to exceed 1.25 times the salary stated above but not to exceed one hundred dollars (\$100.00).
- 5.5 **Fees for Reimbursable:**
- 5.5.1 Reimbursable 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 Reimbursable as verified by appropriate bills, invoices or statements.
- 5.5.4 Authorized Reimbursable 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 Reimbursable, the Consultant will request a pre-approval in writing and authorized from the Owner and / or its representative, the invoice will be accompanied by the proof of the actual expenditures. The submitted cost of the reimbursable expenditures will be re-paid dollar for dollar and no additional markup will be authorized. Authorized reproductions in excess of sets required at each phase of the work will be a reimbursable upon a written approval by the Owner and / or its representative.

ARTICLE 6 – PAYMENTS TO THE CONSULTANT

- 6.1 **Payment for Basic and Supplemental Services and/or Reimbursable:**
- 6.1.1 Payments for Basic and Supplemental Services and/or Reimbursable 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 (unit prices if applicable) for (Attachment 1). Owner in its sole discretion shall determine if the payment requested is in accordance with the proportion of the work performed.
- 6.1.2 No payments shall be due to Consultant unless and until all materials, forms and documents required by Owner have been provided by Consultant and its Sub-Consultant to Owner or others

who are to receive same. The Owner retains the right to withhold payment from the Consultant for non-performance of the Consultant during any phase or portion of the Project.

- 6.1.3 The Consultant shall submit invoices on the Owner's required invoice format as attached hereto as Attachment 2 and incorporated herein.
- 6.1.4 All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed attached.
- 6.1.5 Payments are due per the FS. 218.70 or the "Prompt Payment Act" and payable within forty (45) days from receipt of the Consultant's invoice, provided it is in compliance with the requirements of this Agreement. If the invoice is not in compliance the payment request will be returned in writing for correction and or full compliance within twenty (20) working days after the invoice is stamped as received.
- 6.1.6 The Consultant shall submit a monthly M/WBE utilization report with the monthly request for payment, on forms provided by the Owner.

6.2 Project Suspension:

- 6.2.1 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 a Notice 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 extent any provision or article of this agreement is held invalid or unenforceable the Court shall disregard said provision or article and enforce to the fullest extent permitted by law the remaining provisions or articles.
- 7.1.2 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, its Board 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 Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission of the Consultant and other persons or entities employed or utilized by the Consultant in the performance of the contract.
- 7.1.3 The indemnification rights accruing to the Owner and Related Parties under this Article are independent of, in addition to and not in limitation of or a condition precedent to any rights and

remedies accruing to the Owner at law or in equity for damages resulting from Consultant's breach of any duties arising under this Agreement.

- 7.1.4 The term "negligent acts" as defined herein includes, but is not limited to, the failure of the Consultant to fully incorporate into the 100% construction documents, all minimum requirements of the Florida Building Code and all other applicable codes, statutes and design criteria in effect on the date Consultant submits 100% construction documents to Owner for review and approval.
- 7.1.5 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.
- 7.1.6 In the event that any claims are brought or actions filed against the Owner with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. The Consultant agrees that the Owner may select the attorneys to appear and defend such claims or actions on behalf of the Owner. The Consultant further agrees to pay, at the sole expense of the Consultant, the attorney's fees and costs incurred by those attorneys selected by the Owner to appear and defend such claims or actions on behalf of the Owner. However, if the claims or actions are covered by insurance and such coverage is acknowledged by the insurance company in writing to the Owner, then, in that case, the insurance company shall choose counsel, direct the defense and be the judge of the acceptability of any compromise or settlement of any such claims or actions against the Owner which are within the insurance policy limits and are paid by the insurance company solely. Otherwise, if the claims or actions are not covered by insurance, then, at its sole option the Owner shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions asserted against the Owner.
- 7.1.7 The Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Consultant under this Indemnification Agreement shall survive termination of this contract.

7.2 Breach of Contract and Remedies

- 7.2.1 The Consultant shall comply with all terms and conditions set forth within this agreement. In the event, the Consultant materially breaches this agreement, the SBBC shall be entitled to all remedies available at law and/or in equity, including but not limited to, compensatory damages, consequential damages, special damages, delay damages, and attorney's fees and cost.
- 7.2.2 A Material Breach as defined herein includes, but is not limited to, the Consultant's failure to timely provide design plans that comply with all governing building codes and regulations; 2) the Consultant's failure to comply with all "life safety" codes; 3) the Consultant's failure to comply with all requirements of regulatory agencies having authority over the design and/or construction of the project; 4) the Consultant's failure to provide design plans that are constructible; 5) the

Consultant's failure to timely respond to Requests for Information; 6) the Consultant's failure to timely provide contract administration services; and any other material breach of this agreement.

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 and a financial rating of no less than VI in the current A.M. Best Manual OR hold a Moody's Investors Service Financial Strength of "Aa3" or better. (See additional requirements in section 8.01.05 of this Article).
- 8.1.3 All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverage's maintained by the Owner.
- 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. Such certificate shall include the Owner's Project number and full Project title (including applicable facility name) on the Certificate.
- 8.1.5 The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions. Such insurance shall be in excess of any pending claims at the time of contract award to the Consultant. The Consultant shall be responsible for providing written notification to the SBBC 30 days in advance of cancellation, expiration, reduction in coverage limits or any material change in the specified coverage required by this contract. The certificate must contain a provision for written notification to the SBBC in accordance with policy provisions as outlined in the current ISO Accord 25 (2009/09) form]; or should older ISO versions be available provide a minimum of 30-days notice of material changes or cancellation to SBBC.

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 the amount of not less than \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standard ISO Business Auto Policy CA 00 01.
- 8.2.2 **Professional Liability (Errors and Omissions):** The Consultant shall procure a Professional Liability Insurance Policy with coverage of not less than One Million (\$1,000,000) Dollars and a deductible of not more than Twenty-Five Thousand (\$25,000) Dollars, providing for all sums which the Consultant shall be legally obligated to pay as damages for claims arising out of or relating to the services performed by the Project Consultant or any person employed or acting on the Consultant's behalf, but not limited to Sub-Consultants, in connection with this Agreement.

The insurance policy, or a policy with the same terms and conditions, shall remain in full force and effect during the project and for a period of time terminating five (5) years after final completion of the project. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may 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"/indemnification language set forth herein and shall not be any less restive than the standard coverage form (ISO CG 00 01). Such policy must include Bodily Injury, Products Liability and Property Damage limits of not less than \$1,000,000 per occurrence. The School Board of Broward County, Florida shall be named as an Additional Insured.

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 Owners and said other person or firm.
- 9.1.2 Term of Agreement:** The term of this Agreement shall start upon the date of this Agreement and no additional Projects may be added to this Agreement more than three (3) years after the date of this Agreement. The Agreement may be extended by one year and not to exceed One hundred thousand dollars (\$100,000). The time for performance by the Consultant for each individual Project pursuant to this Agreement shall be set forth in Attachment 4 hereto which is incorporated by reference.
- 9.1.3 Time for Performance:** The Consultant agrees to start all work hereunder upon receipt of Attachment 4 issued by the Deputy Superintendent or his designee, as set forth on Attachment 4 hereto, and to complete all work in the time set forth by the Owner or his designee in a timely manner. The Consultant acknowledges that failure to perform within the time stipulated may cause the Owner to sustain loss and damages and the Consultant will be responsible for same.
- 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 related to

delays within the Project schedule. Time is of the essence with regard to the performance of this contract.

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 a 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 fully documented and with all supporting documentation including hours worked by each team member and at the rate which was agreed by contract.
- 9.2.2 The Consultant may terminate this Agreement only for a material breach of the Agreement and provided the 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 and in that event, 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 in writing.
- 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. 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 9.02.01 above, and the Consultant's sole compensation shall be compensation in accordance with that paragraph.
- 9.2.4 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.
- 9.2.5 **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.
- 9.2.6 **Force Majeure:** 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 **Green Statute: 255.2575 Energy-efficient and sustainable buildings.** -- All school district buildings shall be constructed to meet the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system. This section shall apply to all buildings the architectural plans of which are commenced after July 1, 2008.

9.2.8 **Equal Employment Opportunity (EEO)**

The Equal Employment Opportunity Commission (EEOC) requires employers to report various information about their employees, in particular, their racial/ethnic categories to prevent discrimination based on race/ethnicity. The definitions used in the report have been different at different times.

9.3 **Consultant's Accounting Records and Right to Audit Provisions:**

9.3.1 Consultant's records which shall include, but not be limited to, accounting records, payroll time sheets, cancelled payroll checks, W-2's, 1099's, 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 Consultant 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.

9.3.2 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 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.

9.3.3 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.

9.3.4 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.

9.3.5 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 ten (10%) percent of the total contract

billings, the actual cost of the Owner's audit shall be paid by the Consultant. If the audit discloses contract billing or charges to which Consultant is not contractually entitled, Consultant shall pay over to Owner said sum within 20 days of receipt of a written demand unless otherwise agreed to by both parties in writing.

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:

- 9.5.1 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 and are incorporated by reference:

- 1. Attachment 1: SCOPE OF WORK: CIVIL ENGINEERING (7 PAGES), ENGINEERING PLAN REVIEW (3 PAGES), ENVIRONMENTAL ENGINEERING (6 PAGES), ENVIRONMENTAL RESOURCE MANAGEMENT (6 PAGES), LAND SURVEYING (3 PAGES), AND LANDSCAPE ARCHITECT (5 PAGES): A LIST OF SERVICES THAT MAY BE SELECTED FROM THE SCOPE OF WORK.**
- 2. Attachment 2: CONSULTANT'S INVOICE FORMAT: THE OWNER'S STANDARD FORMS THAT WILL BE UTILIZED BY THE CONSULTANT FOR INVOICING FOR SUPPLEMENTAL SERVICES. THESE FORMS INCLUDE:**

- A. **CONSULTANT'S INVOICE**
- B. **CONSULTANT'S REIMBURSABLE INVOICE**

3. **Attachment 3: ELECTRONIC MEDIA SUBMITTAL REQUIREMENTS:** THE OWNER'S STANDARD REQUIREMENTS FOR THE USE AND SUBMITTAL OF COMPUTER MEDIA.

4. **Attachment 4: AUTHORIZATION TO PROCEED (ATP) FORM:** STANDARD FORMS WHICH WILL BE USED BY THE OWNER WHEN ISSUING AN ATP FOR PROJECT SPECIFIC INCREMENTS OF WORK TO THE PROJECT CONSULTANT. THESE SAMPLE DOCUMENTS INCLUDE:

- A. **PROFESSIONAL SERVICES REQUIRED PAGE 1 OF 3**
- B. **PROJECT SCHEDULE PAGE 2 OF 3**
- C. **PROFESSIONAL FEES PAGE 3 OF 3**

- 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**

9.7 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 is 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 and Disclosure

- 9.11.1** The Consultant certifies that 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 a Federal department or agency.
- 9.11.2** Where the Consultant is unable to certify any of the statements in this certification, the Owner, at its sole option, may terminate this agreement for cause.

9.12 Non-Discrimination

- 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.

9.13 Captions

- 9.13.1 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.

9.14 Authority

- 9.14.1 Authority** – 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

- 9.15.1** 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 School Board: Robert W. Runcie, Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

With a copy to: Thomas E. Lindner, Chief Facilities & Construction Officer
The School Board of Broward County, Florida
Sawgrass Technology Park, 1643 North Harrison Parkway, Bldg. H
Sunrise, FL 33323

Consultant: Adolphine Keith-Lazowick, President
Keith and Associates, Inc.
301 E. Atlantic Blvd.
Pompano Beach, FL 33060

9.16 Excess Funds

- 9.16.1 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.

9.17 Background Screening

- 9.17.1 **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, sub consultants 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 7 of this Agreement and the laws of Florida.

ARTICLE 10 – INCORPORATION OF RFQ INTO AGREEMENT

- 10.01 In addition to those Attachments and References identified made part of this Agreement in Article 9.06.01, the provisions of RFQ No. 2010-33-FC (“Continuing Contracts for General Civil and Environmental 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

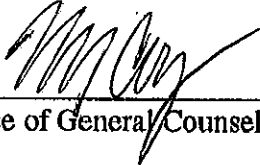
**ATTEST THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

Chair

Ann Murray

Superintendent of Schools
Robert W. Runcie

Approved as to Form and Legal Content:



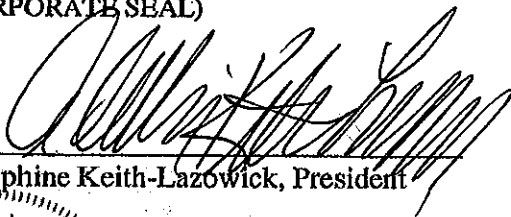
Office of General Counsel

KEITH AND ASSOCIATES, INC.

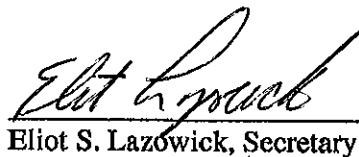
(ATTEST)

KEITH AND ASSOCIATES, INC.

(CORPORATE SEAL)



Adolphine Keith-Lazowick, President



Eliot S. Lazowick, Secretary



Project Consultant's
Certificate of Authorization No.

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT FOR OPEN END SERVICES
Revised 6-20-12**

ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged by A. Dodie Keith-Lazowick before
me this 26th day of JULY, 2011.

Stephanie Ruwell
Signature – Notary Public

Stephanie Ruwell
Printed Name of Notary



Notary's STAMP with Commission No. & Expiration Date

The School Board of Broward County, Florida

Professional Services Agreement for Continuing Contract for General Civil and Environmental Engineering Services

Attachment 1: Scope of Work

1.01 General Requirements

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

2.01 Basic Services

- Site feasibility analysis, plat and land use investigation for property and public works development.
- Site evaluations for permits and regulatory approvals.
- Engineering programming and development of cost analysis.
- Site master planning and program assessment.
- Roadway and infrastructure development.
- Park and athletic facility design and construction.
- Construction scheduling for phase replacement projects.
- Water, sewer and fire protection utilities planning and engineering development.
- Waste water pump station engineering design, analysis and construction.
- Surface water management design and analysis.
- Surface water management inspection, certification, and permitting.
- Wetland mitigation, study and permitting design.
- Construction observation and contract administration.
- Survey and computer mapping.
- Platting and development coordination.
- Traffic analysis and planning.
- Traffic count, volume, density, and route assessment.
- Traffic striping and pavement marking design.
- Site analysis for ADA accessibility and parking modification.
- Geotechnical analysis and soil investigations.
-
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- Soil and water sample testing and site assessment audit.
- Storage tank design, contamination assessment, and remediation.
- Regulatory compliance audit and coordination management.
- Compliance program development and implementation.
- Expert opinion review and report generation.
- Review of civil plans prepared by other consultants.

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

3.01 Basic Services – Consultant Responsibilities

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

- 3.01.04 The consultant shall review with Owner alternative approaches to design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, if requested, shall make a recommendation among such alternatives.
- 3.01.05 The Project Consultant shall prepare a schedule of services for approval by Owner. Such schedule shall show activities including but not limited to Project Consultant efforts and Owner reviews and approvals required to complete services. As a condition of payment, Project Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete).
- 3.01.06 The Statement of Probable Construction Cost: The Consultant shall submit to Owner for review and approval an estimate of probable construction cost for the project.
- 3.01.07 Design and construction document submittals shall be issued in accordance with the SBBC Design Services Document Submittal Checklist found at: http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp
- 3.01.08 The Project Consultant shall coordinate with the Owner to determine the municipal, county and other jurisdictional agencies required for the Project and, through the Owner, make applications for site plan and other reviews as appropriate. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/ Council meetings concerning the projects as conducted by any and all other agencies having jurisdiction and file the required documents for approval. (including Broward County and municipalities and their departments, the South Florida Water Management District, and other state, local, or federal agencies and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of and early enough to ensure that the eventual contractor is not delayed by outside permit processing. The Project Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.
- 3.01.09 Consultant shall provide a letter indicating, after coordination with the Facilities and Construction Management Department's Environmental Section, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials which might require mitigation by the Owner prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design documents and coordinate with schedules, Statement of Probable Construction Cost and other documentation.

- 3.01.010 Provide, as applicable, colorboards to review the project's color selections for all finish materials with the Owner.
- 3.01.011 Provide as applicable to type of project, updated Florida Energy Efficiency Code for Building Construction (FEEC) compliance forms. Submit three (3) copies signed and sealed by a State of Florida registered design professional.
- 3.01.012 Provide specifications applicable and as required by the phase submitted and in conformance to Design Criteria, Design and Material Standards, and all applicable codes of jurisdiction. Specification sections shall be organized to follow the latest Construction Specification Institute's (CSI) Master Format.
- 3.01.013 The Project Consultant shall make all changes to the documents as required by the Owner's review of the documents and resolve all questions of constructability, code compliance, compliance with Owner standards, or other issues raised by the Owner during its review of the documents.

4.01 Construction Documents Phase III 100% - Permit Review:

- 4.01.01 Upon completion of the 100% Construction Documents, the Project Consultant shall submit to the Owner five (5) copies of Signed and Sealed Drawings, Specifications, reports, permits, programs, final Statement of Probable Construction Cost and other such documents as reasonably required by Owner. The 100% construction documents shall conform to SREF and FLORIDA BUILDING CODE requirements, and all mandatory requirements cited by designated plan reviewer from previous reviews.
- 4.01.02 All documents for this phase shall be provided in both hard copy and in electronic media. Electronic submittals shall be per SBBC "Electronic Media Submittal Requirements" The Owner will approve Phase III documents for submission to the SBBC Building Department for permit review and approval.
- 4.01.03 General Requirements:
 - (A) Record Set: The SBBC Building Department approved permitted set of documents is the official record set and shall be the bid documents.
 - (B) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Project Consultant and respective Sub-Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Engineer of Record that to the best of my knowledge these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
 - (C) When requested by the Owner, signed and sealed engineering calculations for civil, mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
 - (D) Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to

the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.

(E) Provide if applicable to a project, a threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S. shall be submitted to the Owner for review and approval with Phase III 100% permit documents.

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

5.01 Responsibilities During Bidding and Award of Contract

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

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

5.01.03 The Project Consultant shall attend a pre-bid conference as requested by the Owner.

5.01.04 The Project Consultant shall prepare addenda, if required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.

5.01.05 The Project Consultant shall be present at the bid opening, as required by Owner.

5.01.06 The Project Consultant shall participate with Owner in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award."

5.01.07 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or (D) suspend or abandon the Project.

5.01.08 The Project Consultant shall if required, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost.

6.01 Construction Administration (if Applicable):

- 6.01.01 The Construction Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner. During this period, as requested the Project Consultant shall provide administration of the Construction Contract as set forth in the construction contract documents.
- 6.01.02 The Project Consultant and the Project Consultant's respective Sub-Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and report any defects or deficiencies in the work. A minimum of at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.
- 6.01.03 Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 6.01.04 The Project Consultant shall at all times have access to the Work where ever it is in preparation or progress. The Project Consultant and the Sub-Consultants shall review and advise the Owner as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition the Owner may at its discretion require the Project Consultant and all Sub-Consultants to regularly submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.
- 6.01.05 The Project Consultant shall assist Owner in verifying and determining the percentage of completion work represented by Contractor's Applications for Payment and shall certify Certificates for Payment.
- 6.01.06 The Project Consultant shall have authority to recommend rejection of Work, which does not conform to the Contract Documents. The Project Consultant shall not have authority to stop the Work without approval of the Owner.
- 6.01.07 The Project Consultant shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Contract Documents. Such action shall be taken within thirty (30) days of receipt by Project Consultant unless Owner and Project Consultant otherwise mutually agree. Project Consultant's review shall not constitute review or approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Project Consultant shall maintain a

log of all submittals made and shall compare the submittals with Contractor's progress schedule.

- 6.01.08 The Project Consultant shall coordinate with the Owner concerning the Owner's required review of Change Orders for Code Compliance. All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of the Owner.
- 6.01.09 The Project Consultant shall within sixty (60) days of final acceptance provide the Owner with prints and electronic media copies of the original drawings, which the Project Consultant has revised to conditions based on information furnished by the Contractor as Project Record Documents. These prints and electronic media copies shall become the property of the Owner. Submittal of these documents to the Owner is a condition of final payment to the Project Consultant.

7.01 Warranty Administration

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

The School Board of Broward County, Florida

Professional Services Agreement for General Civil & Environmental Engineering Services

Attachment 1: Scope of Work – Engineering Plan Review

1.01 General Requirements

- 1.01.01 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner.
- 1.01.02 The listed services below are not all encompassing and shall not limit those activities or services, which may be requested by the Owner.
- Plan Review of document submittals generated by outside design consultants.
 - Attend Development Review Committee (DRC) Meetings.
 - Coordinate “Stand Up” Review meetings with Project Consultants and SBBC staff.
 - Evaluate plan reviews prepared by other agencies.
 - Plan review of SBBC Design Services Minor Design Projects.
 - Review submittals of “as built” drawings and specifications for accuracy and completion.
 - Participate in value engineering studies and recommendations.
 - Review addenda.
 - Review of Shop Drawings and substitution requests.
 - Review of engineering calculations, reports, and testing results.
- 1.01.03 In the Engineering Plan Review category, the awardee must be a Florida licensed Engineer and may sub out plan reviews for disciplines other than Engineering to subconsultants who are registered and hold a State of Florida license in that discipline.

2.01 Basic Services

- 2.01.01 The Project Consultant agrees to: (A) Provide complete professional Engineering, and/or other professional services and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the respective ATP's for specific projects and related schedules. Owner schedules shall not be extended by consultant without prior notice and written approval of the Owner. Provide other additional basic services as provided for within respective ATP's issued under the Agreement for Continuing Contract for Engineering Plan Review.

3.01 Basic Services – Consultant Responsibilities

3.01.01 Review the Project Consultant's design and construction documents to determine that the design and construction documents conform to the applicable SBBC Engineers and engineers Design Criteria, Design & Material Standards, Project Educational Specifications, SREF, Florida Building Code, Florida Fire Prevention Code, ADA and all other regulations that may have jurisdiction. At each phase, reviews shall be performed by all or some of the following standard disciplines: civil, life safety, engineering, structural, mechanical, electrical and plumbing. At a particular phase, when the review by an individual discipline is not applicable, the review comment form shall so state. Under this contract reviews shall be performed at the following phases:

- a. Phase I, Schematic Design.
- b. Phase II, Preliminary Design, including Life Cycle Cost Analysis (LCCA).
- c. Phase III 50% Construction Documents.
- d. Phase III 100% Construction Documents for Site Engineering.

(Permit code review for Phase III 100% Construction Documents is under a separate contract.)

3.01.02 Review documents generated by SBBC's Design Services for Minor Projects prior to submittal to the Building Department for permit review.

3.01.03 Provide the SBBC with written review comments referencing codes and outlining deficiencies in compliance with the applicable documents, referred to previously in Article 3.01.01. Review must be provided to District on comment forms provided electronically by Facilities, Design Services.

3.01.04 Review Consultant's addenda to determine accuracy and applicability, in addition to conformity to the applicable documents, referred to in previous articles.

3.01.05 Immediately notify the Owner in the event that deficiencies in the design documents are, in reviewer's professional opinion, of such severity that a review of the project is not possible.

3.01.06 Assist the District with the review and revision of existing Design Criteria.

3.01.07 Provide coordination and review of "As-built" drawings and specifications received from project Consultants to determine accuracy and completeness.

3.01.08 Review submittal of structural, chemical, mechanical, soil mechanics, air water pollution, hazardous materials or other laboratory or environmental tests, inspections or reports.

3.01.09 Assist in the evaluation of new products, technologies and construction systems for acceptance as district standards.

3.01.10 Assist in the continued development and maintenance of the Owner's Design and Material Standards.

- 3.01.11 Assist in the development and review of generic construction details generated by District's Engineers and Engineers suitable for permitting and appropriate for incorporation as part of the district's standard for Owner and Project Consultant use.
- 3.01.12 Plan review comments shall be signed by reviewers in the disciplines for which they are licensed. The minimum qualifications for the signing reviewer is the following:
 - (A) Current Florida registration as a professional Engineer.
 - (B) Extensive knowledge of school based, local, state and federal requirements and all applicable codes of jurisdiction.

The School Board of Broward County, Florida

Professional Services Agreement for General Civil & Environmental Engineering Services

Attachment 1: Scope of Work – Environmental Engineering

1.01 General Requirements

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

2.01 Basic Services – Consultant shall provide Engineering services in the following categories:

- Environmental impact and mitigation assessment
- Water supply and treatment
- Air quality management
- Waste water conveyance and treatment
- Hazardous material and biological assessment remediation and prevention.
- Other categories as identified by the Owner

2.01.01 Responsibilities within the categories shall include but not be limited to the following:

- (A) Develop management/permitting plans
- (B) Develop program and scope of work
- (C) Provide reports for sampling, surveys, results, and interpretations with recommendations.
- (D) Develop plans and specifications (to be signed and sealed for permitting as applicable)
- (E) Provide cost estimates for implementation of work.
- (F) Provide on-site monitoring
- (G) Provide contract administration
- (H) Provide final close out reports
- (I) Coordinate with appropriate governmental agencies.
- (J) Perform all inspections required by local, state, and federal agencies having jurisdiction.

2.01.02 The Project Consultant agrees to: (A) Provide complete professional engineering, and/or other professional services and all necessary personnel, equipment and materials to perform services; (B) Complete services in

accordance with the respective ATP's for specific projects and related schedules. Owner schedules shall not be extended by consultant without prior notice and written approval of the Owner. Provide other additional basic services as provided for within respective ATP's issued under the Agreement for Continuing Contract with Environmental Engineering.

- 2.01.03 The Project Consultant's services shall conform to Owner's requirements, including but not limited to, Owner's Design and Materials Standards, Design Criteria, Educational Specifications, and comply with the latest codes, statutes and requirements having jurisdiction over the project.
- 2.01.04 The Project Consultant shall keep Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as drawings and specifications are developed. Proposed changes must be reviewed in writing by Owner prior to incorporation into the design or construction documents.
- 2.01.05 The Project Consultant shall cooperate with Owner by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Project Consultant shall implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.

3.01 Basic Services – Consultant Responsibilities

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

of project delivery; and, if requested, shall make a recommendation among such alternatives.

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

- 3.01.011 The Project Consultant shall make all changes to the documents as required by the Owner's review of the documents and resolve all questions of constructability, code compliance, compliance with Owner standards, or other issues raised by the Owner during its review of the documents.

3.01 Permitting Requirements:

- 3.01.01 Environmental Engineer shall participate as requested in filing for required permits with appropriate agencies as required by scope of work.

4.01 General Requirements:

- 4.01.01 Record Set: The permitted set of documents is the official record set and shall be the bid documents.
- 4.01.02 Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
- 4.01.03 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 these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
- 4.01.04 The Owner's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Consultant of any responsibility for their accuracy, adequacy and completeness.

5.01 Responsibilities During Bidding (if applicable to proposed scope of work outlined in specific ATP's issued by SBBC to Consultant.

- 5.01.01 The Owner will have the drawings and specifications printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through the Project Consultant.
- 5.01.02 The Project Consultant when required shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Owner.
- 5.01.03 The Project Consultant shall attend a pre-bid conference as requested by the Owner.

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

6.01 Construction Administration (If Applicable):

- 6.01.01 The Construction Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner. During this period, as requested the Project Consultant shall provide administration of the Construction Contract as set forth in the construction contract documents.
- 6.01.02 The Project Consultant and the Project Consultant's respective Sub-Consultants shall attend all key construction events as necessary to ascertain the progress of the Project and to determine in general if the Work is proceeding in accordance with the Contract Documents and report any defects or deficiencies in the work. A minimum of at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.
- 6.01.03 Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 6.01.04 The Project Consultant shall at all times have access to the Work where ever it is in preparation or progress. The Project Consultant and the Sub-

Consultants shall review and advise the Owner as to whether the Contractor is making timely, accurate, and complete notations on the "Project Record Documents" and maintaining various other administrative records as required by the Contract Documents. In addition the Owner may at its discretion require the Project Consultant and all Sub-Consultants to regularly submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.

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

7.01 Warranty Administration

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

The School Board of Broward County, Florida

Professional Services Agreement for General Civil & Environmental Engineering Services

Attachment 1: Scope of Work- Environmental Resource Management

1.01 General Requirements

- 1.01.01 The Owner may assign increments of work related to a specific project or other professional services as necessary to meet the needs of the Owner.
- 1.01.02 The Consultant shall develop programs and implement plans for the identification, management and maintenance of environmental resources for the SBBC.
- 1.01.03 The services listed below are not all encompassing and shall not limit those activities or services, which may be requested by the Owner.

2.01 Basic Services - Consultant shall provide Environmental Resource services in the following categories:

- Biological Resources
- Water Resources
- Air Resources

2.01.01 Responsibilities shall include but not be limited to the following:

- (A) Develop and/or review management plans for the purpose obtaining of environmental permits
- (B) Apply and obtain permits as required by Owner
- (C) Develop maintenance plans for biological/environmental resources.
- (D) Provide cost estimates
- (E) Analyze and interpret reports and surveys and recommendations for actions.
- (F) Provide tracking status reports for testing activities.
- (G) Provide on-site monitoring.
- (H) Provide Contract Administration for environmental work including generating final close out documents.
- (I) Coordinate with SBBC staff, consultants governmental, local, state and federal agencies having jurisdiction.
- (J) Provide Biological Surveys – Plant and Animal Habitat Restoration.
- (K) Provide wetland determinations
- (L) Provide Geographic Information (GIS) data
- (M) Provide Monitoring Diagrams
- (N) Provide Chemical data and analysis
- (O) Provide bacterial testing and analysis

(P) Provide ambient air testing and analysis

- 2.01.02 The Project Consultant agrees to: (A) Provide complete professional services and all necessary personnel, equipment and materials to perform environmental services; (B) Complete services in accordance with the respective ATP's for specific projects and related schedules. Provide other additional basic services as provided for within respective ATP's issued under the Agreement for Continuing Contract with Environmental Resource Management. Owner schedules shall not be extended by consultant without prior notice and written approval of the Owner.
- 2.01.03 The Project Consultant's services shall conform to Owner's requirements, including but not limited to, Owner's Design and Materials Standards, Design Criteria, Educational Specifications, and comply with the latest codes, statutes and requirements having jurisdiction over the project.
- 2.01.04 The Project Consultant shall keep Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as drawings and specifications are developed. Proposed changes must be reviewed in writing by Owner prior to incorporation into the design or construction documents.
- 2.01.05 The Project Consultant shall cooperate with Owner by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Project Consultant shall implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.
- 2.01.06 Basic Services – Consultant Responsibilities
- 2.01.07 The Project Consultant shall confer with representatives of the Owner to verify and confirm the Program (as appropriate to the type of project and scope).
- 2.01.08 The Project Consultant shall prior to commencing activities, visit and inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by the Owner:
- (A) Take photographs and make written documentation, sketches, notes or reports to confirm and record the condition of the existing site and building elements and systems.
 - (B) Site investigations and inspections and access to concealed areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Owner.
- 2.01.09 In the event that the Project Consultant believes that the project scope, schedule or budget is not achievable, the Project Consultant shall immediately upon discovery notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable.

- 2.01.010 The consultant shall review with Owner alternative approaches to design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, if requested, shall make a recommendation among such alternatives.
- 2.01.011 The Project Consultant shall prepare a schedule of services for approval by Owner. Such schedule shall show activities including but not limited to Project Consultant efforts and Owner reviews and approvals required to complete services. As a condition of payment, Project Consultant will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete).
- 2.01.012 The Statement of Probable Construction Cost: The Consultant shall submit to Owner for review and approval an estimate of probable construction cost for the project.
- 2.01.013 Design and construction document submittals shall be issued in accordance with the SBBC Design Services Document Submittal Checklist found at: http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp
- 2.01.014 The Project Consultant shall coordinate with the Owner to determine the municipal, county and other jurisdictional agencies required for the Project and, through the Owner, make applications for site plan and other reviews as appropriate. The Project Consultant shall attend and provide representation at all review meetings, workshops, hearings and Commission/ Council meetings concerning the projects as conducted by any and all other agencies having jurisdiction and file the required documents for approval. (including Broward County and municipalities and their departments, the South Florida Water Management District, and other state, local, or federal agencies and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of and early enough to ensure that the eventual contractor is not delayed by outside permit processing. The Project Consultant shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.
- 2.01.015 Consultant shall provide a letter indicating, after coordination with the Facilities and Construction Management Department's Environmental Section, the extent of any known or suspected asbestos containing materials or other potentially hazardous materials which might require mitigation by the Owner prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design documents and coordinate with schedules, Statement of Probable Construction Cost and other documentation.
- 2.01.016 Provide specifications applicable and as required by the phase submitted and in conformance to Design Criteria, Design and Material Standards, and all

applicable codes of jurisdiction. Specification sections shall be organized to follow the latest Construction Specification Institute's (CSI) Master Format.

- 2.01.017 The Project Consultant shall make all changes to the documents as required by the Owner's review of the documents and resolve all questions of constructability, code compliance, compliance with Owner standards, or other issues raised by the Owner during its review of the documents.

3.01 Permitting Requirements:

- 3.01.01 Environmental Engineer shall participate as requested in filing for required permits with appropriate agencies as required by scope of work.

4.01 General Requirements:

- 4.01.01 Record Set: The permitted set of documents is the official record set and shall be the bid documents.
- 4.01.02 Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
- 4.01.03 The Owner's review and approval of the drawings, specifications, calculations and other construction documents shall not relieve the Project Consultant of any responsibility for their accuracy, adequacy and completeness.
- 5.01 Responsibilities During Bidding (if applicable to proposed scope of work outlined in specific ATP's issued by SBBC to Consultant.**
- 5.01.01 The Owner will have the drawings and specifications printed for bidding purposes, either through its open agreements with printing firms or as a reimbursable service through the Project Consultant.
- 5.01.02 The Project Consultant when required shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Owner.
- 5.01.03 The Project Consultant shall attend a pre-bid conference as requested by the Owner.
- 5.01.04 The Project Consultant shall prepare addenda, if required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.

- 5.01.05 The Project Consultant shall be present at the bid opening, as required by Owner.
- 5.01.06 The Project Consultant shall participate with Owner in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award."
- 5.01.07 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct the Project Consultant to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or (D) suspend or abandon the Project.
- 5.01.08 The Project Consultant shall if required, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost.

6.01 Construction Administration (if Applicable):

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

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

7.01 Warranty Administration

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

The School Board of Broward County, Florida

Professional Services Agreement for General Civil & Environmental Engineering Services

Attachment 1: Scope of Work - Land Surveying

1.01 Basic Services

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

2.01 General Basic Services

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

2.02 Basic Surveying Services

- 2.02.01 The Land Surveyor shall confer with representatives of the Owner to verify and confirm the project scope and specific requirements and/or requirements of any Authorization to Proceed (ATP) issued by the Owner.
- 2.02.02 The Land Surveyor shall, prior to commencing surveying activities, visit and inspect the site.
- 2.02.03 The Land Surveyor shall undertake all necessary activities in preparation for conducting the survey including but not limited to the following:
 - a. Review all record documents provided by the Owner; request clarification if necessary.
 - b. Order, if necessary, aeriels, recorded easements and instruments from Broward County, municipality, other agency or vendor.
 - c. Check existing plat(s) information as it relates to easements, recorded instruments and reservations. Order any required plats as requested by

the Owner.

- d. Show site information in terms of Florida State Plane Coordinate System.
 - e. Coordinate, obtain, and map all over and underground existing as-built information with Broward County (or municipal) water and sewer authority, FPL, BellSouth, and other sources as necessary.
 - f. Calculate boundaries of properties, set control points, acreages, bearing and distances.
 - g. Show finish floor elevations of buildings and provide FIMA 100 year flood base elevation and panel number.
 - h. Establish minimum of two permanent benchmarks on site, tied to established control points: Set one benchmark at the base of the facility's flagpole if one does not exist at that location.
 - i. Restore dislocated survey control points based on original survey.
- 2.02.03 In the event that the Land Surveyor believes that the scope, schedule or budget established by an ATP is not achievable, the Land Surveyor shall immediately notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.
- 2.02.04 The Land Surveyor shall prepare, submit and present for approval by the Owner a hardcopy and electronic AutoCAD copies (compatible with District's Electronic Media Requirements) of a site survey or "as built" for properties identified on a ATP and according to the requirements of the District's Document Submittal Checklist found:
http://www.broward.k12.fl.us/facilities_construction/Design_Standards/Su
[bmittalDocuments.asp](http://www.broward.k12.fl.us/facilities_construction/Design_Standards/Su).
- 2.02.05 The Land Surveyor may prepare a site survey, which is an update of record information and surveys provided by the Owner. This will be prepared and submitted in electronic media and hard copy formats as applicable in 2.02.04.
- 2.02.06 The Land Surveyor shall submit three copies of all documents (both electronic and hardcopy) without additional charge, for approval by the Owner unless additional (or fewer) copies are required by a particular ATP.
- 2.02.07 The Land Surveyor shall submit complete survey documents, properly signed and sealed by the Land Surveyor and respective Sub-Consultants (if any). Unsigned or unsealed documents are not acceptable.
- 2.02.08 When requested by the Owner, any records and survey calculations shall be submitted for the Owner's review and/or record.
- 2.02.09 The Land Surveyor shall render interpretations and clarifications of the survey in a written format, supplemented by appropriate graphics, acceptable to the Owner.

3.01 Other Basic Services:

- 3.01.01 The Land Surveyor shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result

of any claim or any action brought relating to Land Surveyor's services.

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

The School Board of Broward County, Florida

Professional Services Agreement for General Civil & Environmental Engineering Services

Attachment 1: Scope of Work - Landscape Architect

1.01 General Requirements

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

2.01 Basic Services

- Landscape Architecture Design, Plans, Details and Specifications
 - Parks and Recreation Planning and Design
 - Sports/Recreational Facilities Design
 - Playground Design
 - Land Planning
 - Site Design
 - Water Feature Design
 - Hardscape Design
 - Site Amenities Design and Selection
 - Decorative Walls and Fences
 - Entranceway and Decorative Features
 - Irrigation Design and Details
 - Tree Mitigation Studies
 - Tree Removal Agreements
 - Wetlands Mitigation Design
 - Preparation and Processing of DEP/COE Dredge and Fill Permits
 - Earthwork, Grading, Berms and Contouring
 - Drainage Design
 - Utility Design
 - Project Signage
 - Decorative Lighting
 - Presentation Graphics (Color Renderings, Sections, Powerpoint Presentations)
 - Reports, Inspections and Certifications
 - Fee Summaries and Graphic Project Schedules and Presentations
 - Cost Estimates
 - Permitting
 - Construction Administration (Including preparation of contract modification documents and review of change orders and shop drawings.)
- 2.01.01 The Landscape Architect agrees to: (A) Provide complete professional Landscape Architect services and all necessary personnel, equipment and materials to perform services: (B) Complete those design services in accordance with the respective

ATP's and related schedules shall not be extended by a consultant with out prior notice and written approval of the owner and other additional basic services as provided in this document. For within the respective ATP's issued under the Agreement for Continuing Contract with Landscape Architect.

- 2.01.02 The Landscape Architect's services shall conform to Owner's requirements, including but not limited to, Owner's Design and Materials Standards, Design Criteria, and comply with the latest codes, statutes, and requirements having jurisdiction over the project.
- 2.01.03 The Landscape Architect shall keep 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 in writing by Owner prior to incorporation into the design or construction documents.
- 2.01.04 The Landscape Architect shall cooperate with Owner by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by Owner. In the event Owner accepts recommendations from Value Engineering and Constructability studies, the Landscape Architect shall implement same, including providing revised drawings and specifications or other documents, as a part of Basic Services.

3.01 Basic Services – Consultant Responsibilities

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

- (A) Evidence, as jointly developed with the Owner, showing that required stat permitting have been identified and environmental studies have been completed and sensitive site areas have been identified as require by Section 235.193, F.S.
- (B) The Landscape Architect shall prepare a schedule of services for approval by Owner. Such schedule shall show activities including but not limited to Landscape Architect efforts and Owner reviews and approvals required to complete services. As a condition of payment, Landscape Architect will submit with each invoice a copy of the approved schedule showing progress (indicated by percentage complete)
- (C) The Statement of Probable Construction Cost: The Consultant shall submit to Owner for review and approval an estimate of probable construction for the project.

3.01.05 Design and construction document submittals shall be issued in accordance with the SBBC Design Services Document Submittal Checklist found at: [http://www.broward.k12.fl.us/facilities_construction/Design_Standards/Submittal Documents.asp](http://www.broward.k12.fl.us/facilities_construction/Design_Standards/Submittal_Documents.asp)

3.01.06 The Landscape Architect shall coordinate with the Owner to determine the municipal, county and other jurisdictional agencies required for the Project and, through the Owner, make applications for site plan and other reviews as appropriate. The Landscape Architect shall attend and provide representation at all review meetings, workshops, hearings and Commission/ Council meetings concerning the projects as conducted by any and all other agencies having jurisdiction and file the required documents for approval. (including Broward County and municipalities and their departments, the South Florida Water Management District, and other state, local, or federal agencies and obtain certifications of "permit approval" by reviewing authorities prior to the commencement of and early enough to ensure that the eventual contractor is not delayed by outside permit processing. The Landscape Architect shall provide the original documents or reproducible copies as may be required for submittal to any and all governmental authorities.

3.01.07 Consultant shall provide specifications applicable and as required by the phase submitted and in conformance to Design Criteria, Design and Material Standards and all applicable codes of jurisdiction. Specification sections shall be organized to follow the latest Construction Specification Institute's (CSI) Master Format.

3.01.08 The Landscape Architect shall make all changes to the documents as required by the Owner's review of the documents and resolve all questions of constructability, code compliance, compliance with Owner standards, or other issues raised by the Owner during its review of the documents.

4.01 Construction Documents Phase III 100% Submittal for Permit Review:

4.01.01 Upon completion of the Construction Documents, the Landscape Architect shall submit to the Owner five (5) copies of the signed and sealed Drawings, Specifications, required permitting and regulation approval status reports, programs, and such other documents as reasonably required by Owner. The 100%

construction documents shall conform to SREF requirements, and all mandatory requirements cited by the designated plan reviewer from previous reviews.

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

4.01.03 General Requirements.

- A. Record Set. The permitted set of documents is the official record set and shall be the bid documents.
- B. Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Landscape Architect, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Landscape Architect or Engineer of Record that "To the best of my knowledge these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
- C. Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.

4.01.04 The Owner's review and approval of the drawings, specification and calculations and other construction documents shall not relieve the Landscape Architect of any responsibility for their accuracy, adequacy and completeness.

5.01 Responsibilities During Bidding and Award of Contract

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

5.01.02 The Landscape Architect shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Owner.

5.01.03 The Landscape Architect shall attend a pre-bid conference as requested by the Owner.

5.01.04 The Landscape Architect shall prepare addenda, if required, for the Owner to issue to all prospective bidders. No addendum shall be issued without the Owner's approval and if dimensional changes or extensive graphic changes are required the drawing sheets shall be revised and issued as addendum drawings as directed by Owner.

5.01.05 The Landscape Architect shall be present at the bid opening, as required by the Owner.

- 5.01.06 The Landscape Architect shall participate with Owner in evaluating the bids and investigating the qualifications of bidders and shall provide a written recommendation for bid award.
- 5.01.07 If the lowest responsive Base Bid received exceeds the Fixed Limit of Construction Cost the Owner will either: (A) approve the increase in Project cost and award a contract or, (B) reject all bids and rebid the Project within a reasonable time with no change in the Project, (C) direct the Landscape Architect to revise the Project scope or quality, or both, as approved by the Owner, and rebid the Project, or (D) suspend or abandon the Project.
- 5.01.08 Under the Article above, the Landscape Architect shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost.
- 5.01.09 If an estimate or cost analysis is required by the Owner for this phase, the Landscape Architect shall analyze bids and 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.
- 6.01 Construction Administration (if Applicable):**
- 6.01.01 The Construction Phase will begin with the award of the Construction Contract and will end when the Contractor's final Payment Certificate is approved by the Owner. During this period, the Landscape Architect shall provide Administration of the Construction Contract as set forth in the construction contract documents.
- 6.01.02 The Landscape Architect shall 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) The Landscape Architect shall, based upon its on-site visits, promptly report to Owner any defects and deficiencies in the Work coming to the attention of Landscape Architect 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 are undertaking inspection for or on behalf of the Owner.
- (B) 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.
- 7.01 Warranty Administration:**
- 7.01.01 For one year following substantial completion of the construction project, the Landscape Architect shall assist Owner, without additional compensation, in securing correction of defects identified during final inspection and shall in the sixth and eleventh months make inspections of the project with the Owner and report observed discrepancies to Owner and Contractor.

The School Board of Broward County, Florida

**Professional Services Agreement
Attachment 2:**

Consultant's Invoice Format

The School Board of Broward County, Florida requires submittal of the Project Consultant's invoice on the District's standard invoice forms attached to a transmittal form or letter on the Project Consultant'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 _____ (Suggested)

2. Address Transmittal/Letter to:

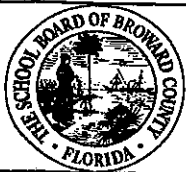
Facilities & Construction Management Department
The School Board of Broward County, Florida
Sawgrass Technology Park
1643 North Harrison Parkway, Bldg. H
Sunrise, FL 33323
Attention: Name of Project Manager

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 District's Facilities Project Manager at the beginning of the project.)
- D. Name of Facility (Facility Number)
Name of Project
School Board Project Number

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

- A. Project Consultant's Invoice Form
- B. Project Consultant's Reimbursable Invoice Form
- C. Copy of signature page (page 3 of 3) of the Consultant's Authorization to Proceed
- D. Breakdown of hours by discipline, task, and employee in accordance with Articles 5 and 6 of the Agreement.



The School Board of Broward County, Florida
Facilities and Construction Management Department
 Sawgrass Technology Park, 1643 North Harrison Parkway, Bldg. H
 Sunrise, FL 33323

(754) 321-1500

Project Consultant

Project No:

Facility Name:

Date:

Project Title:

Invoice No:

Consultant:

SBBC PO No.

Remit to address:

ATP No.

Invoice From:

Project Manager:

Original Basic Fee	\$
Current basic fee	\$

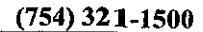
INVOICE TOTALS:

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

BASIC FEE TOTALS

Phase	Fee	Previously Billed	This Invoice	Balance
I (SD) (5%)	\$	\$ %	\$ %	\$ %
II (DD) (10%)	\$	\$ %	\$ %	\$ %
III (CD)(35%/60%)	\$	\$ %	\$ %	\$ %
IV (Bid) (65%)	\$	\$ %	\$ %	\$ %
V (CA) (98%)	\$	\$ %	\$ %	\$ %
VI (Warr) (100%)	\$	\$ %	\$ %	\$ %
Other Services	\$	\$ %	\$ %	\$ %
Total Previously Billed:	\$			
Total Amount This Invoice:		\$		
Total Balance:			\$	

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



Project No:	Facility Name:	Invoice No:
Project Title:		SBBC PO No.
Consultant:		ATP No.
Remit to address:	_____	Invoice From:
	_____	Project Manager:

Consultant's Invoice Format
Page 3 of 3

The School Board of Broward County, Florida

**Professional Services Agreement
ATTACHMENT 3:**

Electronic Media Submittal Requirements

The School Board of Broward County, Florida utilizes electronic media as the principal way it develops, communicates and archives information concerning its various construction programs. To that end, the Board's standard Professional Services Agreements for consultant services require submittal of documents produced on electronic media. Requirements for that media are presented below.

ELECTRONIC MEDIA

A. General Requirements:

1. All Work, including surveys drawings, maps, details or other drawings and information to be provided on electronic media by the Consultant. Work under contract shall be accomplished and developed using computer-aided design and drafting (CADD) software and other related software and procedures conforming to the following criteria.
2. The School Board of Broward County, Florida contracts with one or more Internet bid advertising and distribution services and intends to advertise accordingly in addition to other media. Requirements for conversion to read-only electronic documents will be necessary and the project consultant must comply with such requirements. The file formats include Adobe Acrobat Reader and WHIP! Viewer conversions. **E-COMMERCE IS A RAPIDLY EVOLVING ENVIRONMENT AND THE PROJECT CONSULTANT MUST BE AWARE OF EMERGING DEVELOPMENTS. BE ADVISED OF THIS IMPORTANT AND DEVELOPING FORMATTING REQUIREMENT.**

B. Graphic Format:

1. Provide all CADD files with .dwg format using Autodesk, Inc.'s AutoCAD 2004 version for Windows.
2. It is the responsibility of the consultant to ensure that all electronic files and data deliverables are compatible with owner's target system.
3. Any non-graphical database delivered with prepared drawings: provide in relational database format compatible with Microsoft's Visual FoxPro, most current version of Microsoft Access, or other compatible SQL format database.
4. Maintain all linkages of non-graphical data with graphic elements, relationships between database tables, and report formats.

5. All database tables: conform to the structure and field-naming guidance provided upon request by the Owner.

C. CADD Standards:

1. Standard plotted drawing size: 24 inch x 36 inch or 30 inch x 42 inch sheets.
2. Consultant shall coordinate with the Owner and provide the standard file naming protocol to be utilized.
3. Layering:
 - a. Conform to the most up-to-date guidelines defined by the American Institute of Architects (AIA) standard document, "CAD Layer Guidelines."
 - b. Provide an explanatory list of which layer is used at which drawing and an explanatory list of all layers which do not conform to the standard AIA CAD Layer Guidelines including any user definable fields permitted by the guidelines.
 - c. Layering for Florida Inventory of Schoolhouses (F.I.S.H.) documents: Obtain latest F.I.S.H. layering scheme from Owner prior to production of documents.
4. No deviations from the Owner's established project submittal and checklist standards will be permitted unless prior written approval of such deviation has been received from the Owner.

D. Non-Graphic Format:

1. Provide word processing files in Microsoft Word for Windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
2. Provide spreadsheet files in Microsoft Excel for windows compatible file formats including all fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing.
3. Provide database files in relational database format compatible with Microsoft's Visual FoxPro, Microsoft Access, or other compatible SQL format database including all tables, form and report formats, fonts, typefaces, bit-map and vector graphics and other information necessary for remote printing. Ensure integrity of relational database structure.

E. Delivery Media and Format:

1. Submit copies of all CADD files, data and other electronic files developed under this contract on appropriate electronic digital media as required for project phase submittals.

2. The electronic digital media shall be in the format that can be read and processed by the Owner's target CADD system.
3. The external label for each electronic digital media shall contain, as a minimum, the following information:
 - a. The Project Number, Project Title and date.
 - b. The Facility Name
 - c. The format and version of operating system and software.
 - d. The name and version of utility software used for compression/decompression and copying files to the media.
 - e. List of filenames.
4. Before a CADD file is placed on the delivery electronic digital media, the following procedures shall be performed:
 - a. Purge all files and remove all extraneous graphics outside the border area and set the active parameters to a standard setting or those in the Owner-furnished seed file.
 - b. Make sure all reference files are attached without device or directory specifications.
 - c. Compress all project electronic files using WINZIP or other compatible file compression/decompression software approved by the Owner.
 - d. All required project files both graphic and non-graphic, 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.
 - e. 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 or directory specifications.

F. Submittal:

1. Submit as Project Record Documents specified above and as required for project phase submittals and project record documents.
2. Submit electronic media with a transmittal letter containing, as a minimum, the following information:

- a. The information included on the external label of each media unit along with the total number being delivered, and a list of the names and descriptions of the files on each one.
- b. Brief instructions for transferring the files from the media.
- c. Certification that all delivery media are free of known computer viruses. The release or version date of the virus-scanning software shall be the current version, which has detected the latest known viruses at the time of delivery of the digital media.
- d. 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.
 - 1) Documentation of the plot files for each drawing which will be needed to be able to duplicate the creation of the plot files 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.
 - 2) Instructions concerning how to generate plotted, or hard copy, drawings from the provided plot files.
 - 3) List of all symbols and blocks created for the project.
 - 4) List of any non-IGES crosshatch/patterns used.
 - 5) List of all database files associated with each drawing, as well as a description and documentation of the database format.
 - 6) Recommended modifications which will be necessary to make the data available for GIS use.

G. Ownership:

1. The School Board of Broward County, Florida shall have unlimited rights under the Professional Services Agreement of which this document is a part to all information and materials developed under these and other contractual requirements and furnished to the Owner and documentation thereof, reports, and listings, and all other items pertaining to the work and services pursuant to this agreement including any copyright.
2. Unlimited rights under this contract are rights to use, duplicate, or disclose text, data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Consultant except where otherwise limited within the Contract.
3. The Owner will at all reasonable times have the right to inspect the work and will have access to and the right to make copies of the above-mentioned items.

4. All text, electronic digital files, data, and other products generated under this contract shall become the property of the Owner except where otherwise limited within the Contract.

H. Materials to the Construction Contractor:

1. The Owner and Consultant may make various electronic information available to the Contractor during the Construction phase of the Project. To this end, the Consultant shall make the following information available to the Contractor in electronic format:
 - a. Where electronic media submittals of final site surveys are required: Provide electronic copies of any existing site survey data already on electronic media.
 - b. Where Electronic Project Record Documents are required, the Consultant 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. Make electronic file drawings available on the appropriate electronic media.

I. Other Digital Information:

1. A variety of digital information may be generated and used by participants in the design process including the Owner, the Consultant, sub-consultants, Contractor, sub-contractors, the Owner's commissioning authority, local jurisdictional authorities etc.
2. The Consultant shall facilitate and participate wherever possible in this digital exchange of information by conforming to the standards expressed above.



Attachment 4

The School Board of Broward County, Florida
Facilities and Construction Management Department
Sawgrass Technology Park, 1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

(754)321-1500

Consultant's Authorization To Proceed (Term Contracts)

Project No.: _____

Project Title: _____

Facility Name: _____

Project Consultant: _____

Date: _____

SBBC P.O. No.: _____

Line No.: _____

Project Manager: _____

Dir. Capital Planning & Programming _____

Under the provisions of your continuing term 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: _____

This Authorization to Proceed is subject to the following attachments:

Attachments:

☐ Professional Services Required

☐ Project Schedule

☐ Professional Fees

☐ Previous ATP's

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

Original FLCC	Current Cost Estimate	Revised FLCC by ATP
_____	_____	_____

The following professional services will be provided by the Project Consultant as a normal part of its Basic Services for the Project listed above:

Item	Discipline	Description
------	------------	-------------



Attachment 4

The School Board of Broward County, Florida
Facilities and Construction Management Department
Sawgrass Technology Park, 1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

(754)321-1500

Consultant's Authorization To Proceed (Term Contracts) Cont.

Project Schedule

Project No.: _____ Project Title: _____

Facility Name: _____

Project Consultant: _____

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

ACTIVITY	Date Required Or Estimated Time Period	
	Start	Finish
Schematic Design		
Design Development		
Construction Documents Development		
50% Construction Documents		
100% Construction Documents		
Bidding and Award of Contract		
Time for Permitting of Submittals, Prior to the Issuance of the Construction NTP (Part of Contract Administration)		
Construction		
Warranty		



Attachment 4
The School Board of Broward County, Florida
Facilities and Construction Management Department
Sawgrass Technology Park, 1643 North Harrison Parkway, Bldg. H
Sunrise, Florida 33323

(754)321-1500

Consultant's Authorization To Proceed (Term Contracts)

Professional Fees

Project No.: _____ Project Title: _____

Facility Name: _____

Project Consultant: _____

Phase	Original Basic Fee	Fee Authorized by ATP		Fee Previously Paid		Fee Balance	
I (SD) (5%)			%		%		%
II (DD) (10%)			%		%		%
III (CD) (35%/60%)			%		%		%
IV (BID) (65%)			%		%		%
V (CA) (98%)			%		%		%
VI (Warr) (100%)			%		%		%
Other Service Item No. 1			%		%		%
Other Service (Item No. 2)			%		%		%
Other Service (Item No. 3)			%		%		%
Other Service (Item No. 4)			%		%		%
Total:							

In accordance with the provisions of the Professional Services Agreement for Open End Services, payment for these services shall be made on the following basis:

☒ **Cost Plus with a Guaranteed Maximum Price as per Article 1.1.12**

Approved By Consultant				Recommended By SBBC			
Name: _____				Name: _____			
Title: _____				Title: _____			
Signature: _____	_____	Date: _____	_____	Signature: _____	_____	Date: _____	_____
Certified By SBBC				Approval by SBBC			
Name: _____				Name: _____			
Title: _____				Title: _____			
Signature: _____	_____	Date: _____	_____	Signature: _____	_____	Date: _____	_____

This document is part of the Professional Services Agreement for Open End Services 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

Agreement for Open End Services

Attachment 5

List of Project Team Members

Project Name:

OECS - General Civil and Environmental Engineering Consulting Services

The list of project team members for this project is presented below:

Keith and Associates, Inc. - PRIME

1. Dodie Keith-Lazowick, PLS
2. James Thiele, PE
3. Traci Scheppske, CGC, LEED AP
4. Mark Castano, EI
5. Susana Bernal
6. Jonathan Weymouth, PE
7. Morris Smith
8. Michael Mossey, PSM
9. Lee Powers, PSM
10. Daniel Checchia
11. Joseph Kupkovich
12. Jeffrey Murdoch

Manuel Synalovski Architects - SUB-CONSULTANT

1. Manuel Synalovski, AIA, LEED AP

AECOM - SUB-CONSULTANT

1. Gangula Vivek Reddy, PE
2. Isabel Martin, PE
3. Steve Starke, PG

Curtis + Rogers Design Studio, Inc. - SUB-CONSULTANT

1. Aida M. Curtis, ASLA
2. Jean C. Lee, RLA, LEED AP
3. Esperanza Kelly, ASLA

Advance Consulting Engineering Services, Inc. - SUB-CONSULTANT

1. Juan G. Soto, PE
2. Azucena Z. Soto

The School Board of Broward County, Florida
Professional Service Agreement for Open End Services
R1-02-02-2011-IRS

Attachment 6
The School Board of Broward County, Florida
Facilities and Construction Management Division
Sawgrass Technology Park
1643 North Harrison Parkway Building H,
Sunrise, Florida 33323

754) 321-1500

Document 00455
Background Screening of Contractual Personnel

Project No: RFQ No. 2010-33-FC

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.)**

**The School Board of Broward County, Florida
Facilities and Construction Management Division
Sawgrass Technology Park
1643 North Harrison Parkway Building H,
Sunrise, Florida 33323**

754) 321-1500

**Document 00455
Background Screening of Contractual Personnel**

STATE OF FloridaCOUNTY OF Broward

Before me, the undersigned authority, personally appeared

A. Dodie Keith-Lazowick

who, being by

me first duly sworn, made the following statement:

1. Contractor Name:

Keith and Associates, Inc.

Address:

301 East Atlantic Blvd
Pompano Beach, FL 330602. My relationship to the Contractor
named in (1) above is:President(List relationship such as sole proprietor, partner, president,
vice president, etc.)3. Federal Employer Identification
Number (FEIN) (or if entity has no
FEIN, the social security number of
the person signing this sworn
statement)65-0806421

**TO BE COMPLETED AT THE TIME OF AWARD DOCUMENTS. COMPLIANCE WITH
SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF THE
OPEN END SERVICES AGREEMENT.**

Attachment 6
The School Board of Broward County, Florida
Facilities and Construction Management Division
Sawgrass Technology Park
1643 North Harrison Parkway Building H,
Sunrise, Florida 33323

754) 321-1500

Document 00455
Background Screening of Contractual Personnel

BY:



DATE: 7-26-2011

NAME (Printed) A. Dodie Keith-Lazowick TITLE: President

Notarization

State of: Florida
County of: Broward

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

A. Dodie Keith-Lazowick

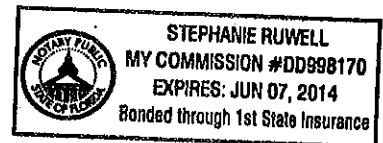
who is personally known to me or did produce:
an identification and who did take an oath.

Notary Public:



Affix Seal

Commission Expires on: 06-07-2014





**The School Board of Broward County, Florida
Facilities and Construction Management Division**

**Sawgrass Technology Park
1643 North Harrison Parkway, Bldg H
Sunrise, FL 33323 (754) 321-1500**

Document 00455
Background Screening of Contractual Personnel

Vendors & Contractors will follow these instructions once you have a signed contract to obtain the required identification badges to enter School Premises.

School Board of Broward County –Contractors & Vendors

Who are in need of requesting to have entry badges to the Broward School Board Facilities will follow the following instructions. Before, processing your documentation you need to have a signed contract or Purchase Order and a Vendor number; to obtain a vendor # call (754) 321-1830

Vendors and colleges registered with SBBC for these services should review instructions on the new and exciting services L-1 is offering. All vendors and colleges must provide the necessary information as soon as possible to L-1. These documents can be found by selecting the Forms and Links hyperlink found in www.L1enrollment.com.

Please choose from the links for School Board of Broward County. The "Online Scheduling" section starts the appointment process. The "Locations" section provides a listing of locations in School Board of Broward County for you to browse before starting the appointment process. The "Forms and Links" section provides access to forms relating to the fingerprint background check process and links for information on this process. If you have any questions, please call L-1 Enrollment Services at 866-528-1359

W-9
Form
(Rev. October 2007)
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.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Keith and Associates, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
301 East Atlantic Blvd.

City, state, and ZIP code
Pompano Beach, FL 33060

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number
651 0806421

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ **Elmer Lopez**

Date ▶ **7/26/2011**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

The School Board of Broward County, Florida
Agreement for Open End Services

Attachment 8

Truth in Negotiations Certification

**The format for the truth-in-negotiations certification is presented below.
The consultant must complete this attachment upon negotiation of fees for
each assigned project in accordance with Florida Statute 287.055:**

(Firm's Letterhead)

PROJECT NAME:

AMOUNT OF CONTRACT:

CERTIFICATE OF TRUTH IN NEGOTIATION

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

PROJECT NAME (S)

Are accurate, complete and current as of

(Day), (Month) (Year)

FIRM: (Name exactly as listed on contract)

PRESIDENT:

By: _____

Reference: Florida Statutes 287.055