

**AGREEMENT FOR OPEN END SERVICES  
FOR (TYPE) SERVICES**

**BETWEEN  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
AND CONSULTANT FOR (TYPE) SERVICES**

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

**(CONSULTANT NAME)**

for various projects. It is agreed that this Agreement is an “Open End” Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in 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 that the Consultant is hired to provide services for. Attached as Attachment “1” to this Agreement is a general “Scope of Work and (Agreed Upon Unit Prices) see attachment for applicability” for Consulting Services. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed (“ATP”) (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner’s assigned project numbers. The term of this Open End Agreement commences on the date of this Agreement as set forth above; no new projects may be made part of this Open End Agreement more than three (3) years from the date of this Agreement. The total dollar amount for all fees to be paid to

the Consultant for all projects pursuant to this Agreement may not exceed One Million (\$1,000,000) Dollars (\$1,000,000 per service). The Agreement may be extended for one year and/or Three Hundred Thousand (\$300,000) Dollars (\$300,000 per service). The Owner and Consultant agree as follows:

## **ARTICLE 1 – DEFINITIONS**

- 1.01 The Deputy Superintendent for Facilities and Construction Management:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the specific projects authorized under this Agreement, referred to hereinafter as the **Deputy Superintendent**.
- 1.02 Authorization to Proceed:** A document in the form attached as Attachment 4 issued by the Owner to the Project Consultant authorizing the performance of specific professional services.
- 1.03 Supplemental Services:** Those services are referred to in 2.01 below.
- 1.04 Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this Agreement.
- 1.05 Project Scope:** The activities necessary to respond to the Owner’s requirements for the Project.
- 1.06 The Contract:** The Contract as used herein refers to this Agreement and any schedules or Attachments attached hereto which are incorporated by reference.
- 1.07 The Facilities and Construction Management Division:** The Facilities and Construction Management Division is the Owner’s organizational entity which acts as liaison between the Consultant and Owner and provides day to day management, plan review, inspection and other professional services on the Owner’s behalf.
- 1.08 Project Manager:** An employee of the Owner who is assigned by the Deputy Superintendent to manage the Project as a direct representative of the Owner.
- 1.09 Inspector of Record:** A BCI (See also 1.13) employed by The School Board of Broward County, Florida, assigned by the Deputy Superintendent of Facilities and Construction Management to assist in the management of the Project as a direct representative of the Owner during Phase V (Construction).
- 1.10 The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.
- 1.11 Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional services for the Project.
- 1.12 Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.

**1.13 Building Code Inspector (BCI):** An employee of The School Board of Broward County, Florida, or others designated by the Facilities and Construction Management Division who is 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 Project Manager and Project Consultant.

## **ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES**

**2.01 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.

### **2.02 Standard of Care and Representations:**

**2.02.01** 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.

**2.02.02** As to all services provided pursuant to this Agreement, the Consultant shall furnish services by experienced personnel and under the supervision of qualified and experienced Consultants, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc.

**2.02.03** Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner’s approval, acceptance or use of or payment for all or any part of Consultant’s services hereunder or of the Project itself shall in no way alter the Consultant’s obligations or Owner’s rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.

**2.02.04** 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.

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.

- 2.02.05** 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(2005) and the Florida Building Code, as amended.

**ARTICLE 3 – SUB-CONSULTANTS**

**3.01 Sub-Consultants' Relations**

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

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

**3.02 Proposed Sub-Consultants:**

**3.02.01** The Consultant proposes to utilize the Sub-Consultants for all Projects pursuant to this Agreement are as follows:

SEE ATTACHMENT 5

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

**3.02.03** 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.

#### **ARTICLE 4 – THE OWNER’S RESPONSIBILITIES**

**4.01 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.

**4.02 Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant’s use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to 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.

**4.03 Project Management:**

**4.03.01 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**

**5.01 Professional Basic Service Fees:**

**5.01.01** 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.

**5.02 Supplemental Fee:**

**5.02.01** 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.

**5.02.02** 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.

**5.02.03** 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.

**5.03 Multiple of Direct Salary Expense:**

**5.03.01** 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.

**5.03.02** 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.

**5.04** **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.

**5.05** **Fees for Reimbursables:**

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

5.05.02 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.

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

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

**ARTICLE 6 – PAYMENTS TO THE CONSULTANT**

**6.01** **Payment for Basic and Supplemental Services and/or Reimbursables:**

**6.01.01** Payments for Basic and Supplemental Services and/or Reimbursables 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.

**NOTE TO CLERK**

*Use the following as applicable for certain services only  
(Geotechnical and Material Testing)*

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

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

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

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

- 6.01.02** 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.
- 6.01.03** The Consultant shall submit invoices in the Owner's required invoice format at attached hereto as Attachment 2 and incorporated herein.
- 6.01.04** All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed attached.
- 6.01.05** Payments are due and payable thirty (30) days from receipt of the Consultant's invoice, provided it is in accord with the requirements of this Agreement.
- 6.01.06** The Consultant shall submit a monthly M/WBE utilization report with the monthly request for payment, on forms provided by the Owner.

**6.02 Project Suspension:**

**6.02.01** 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**

### **7.01 Indemnification**

**7.01.01** To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the Consultant's negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission.

**7.01.02** 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.

**7.01.03** 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.

**7.01.04** The Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Consultant under this Indemnification Agreement shall survive termination of this contract.



## **ARTICLE 8 – INSURANCE**

### **8.01 General Insurance Requirements**

- 8.01.01** 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.
- 8.01.02** 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.
- 8.01.03** All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner’s Project number and full Project title (including applicable facility name) on the Certificate.
- 8.01.04** The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.
- 8.01.05** The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner.

### **8.02 Insurance Required:**

- 8.02.01 Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
- 8.02.02 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.

**8.02.03 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.

**8.02.04 General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability, to cover the "Hold Harmless Agreement"/indemnification language set forth herein, with bodily injury limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

## **ARTICLE 9 – GENERAL PROVISIONS**

### **9.01 Performance:**

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

**9.01.02 Term of Agreement:** The term of this Agreement shall start upon the date of this Agreement and no new Project 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/or Three Hundred Thousand (\$300,000) Dollars per service. 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.

**9.01.03 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 a timely manner. The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Consultant will be responsible for same.

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

### **9.02 Termination of Agreement:**

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

- 9.02.02** 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.
- 9.02.03** 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.
- 9.02.04** 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.
- 9.02.05** **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.
- 9.03** **Consultant’s Accounting Records and Right to Audit Provisions:** Consultant’s records which shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultant), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as “records”) shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this Agreement.
- 9.03.01** 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.

**9.03.02** 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.

**9.03.03** 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.

**9.03.04** 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.

**9.04 Ownership of documents:**

**9.04.01** 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.

**9.04.02** 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.

**9.04.03** 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.

**9.04.04** 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.

**9.05 Electronic Media:**

**9.05.01** 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.

**9.06 Attachments and References:**

**9.06.01** The following named Attachments are made an integral part of this Agreement and are incorporated by reference:

1. **Attachment 1: SCOPE OF WORK:** 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**

**9.07 Extent of Agreement:**

**9.07.01** 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.

**9.07.02** 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.

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

**9.07.04** 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:**

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

**9.10.02** 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**

**9.11.01** 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 an Federal department or agency.

**9.11.02** 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**

**9.12.01 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**

**9.13.01 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**

**9.14.01 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**

**9.15.01** 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: James F. Notter, Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, FL 33301

With a copy to: Michael C. Garretson, Deputy Superintendent  
The School Board of Broward County, Florida  
1700 S.W. 14<sup>th</sup> Court  
Fort Lauderdale, FL 33312

Consultant:

**9.16 Excess Funds**

9.16.01 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**

9.17.01 **Background Screening.** Project Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Project Consultant, its agents, subconsultants and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Project Consultant or its personnel providing any services under the conditions described in the previous sentence. Project Consultant will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Project Consultant and its personnel. The Parties agree that the failure of Project Consultant to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

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



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

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

(SEAL)

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

\_\_\_\_\_  
Superintendent of Schools  
James F. Notter

\_\_\_\_\_  
Chair  
Robin Bartleman

Approved as to Form and Legal Content:

\_\_\_\_\_  
School Board Attorney

**CONSULTANT LEGAL NAME**

(ATTEST)  
**CONSULTANT LEGAL NAME**

\_\_\_\_\_  
President,

\_\_\_\_\_  
Secretary,

(Corporate Seal)

\_\_\_\_\_  
Project Consultant's  
Registration Number

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed and sworn to by  
\_\_\_\_\_ before me this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

My commission expires:

(SEAL)

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary’s Commission No.

**AGREEMENT FOR OPEN END SERVICES  
FOR SCHEDULING SERVICES**

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

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

**(CONSULTANT NAME)**

for various projects. It is agreed that this Agreement is an “Open End” Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in 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 that the Consultant is hired to provide services for. Attached as Attachment “1” to this Agreement is a general “Scope of Work and (Agreed Upon Unit Prices) see attachment for applicability” for Consulting Services. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed (“ATP”) (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner’s assigned project numbers. The term of this Open End Agreement commences on the date of this Agreement as set forth above; no new projects may be made part of this Open End Agreement more than three (3) years from the date of this Agreement. The total dollar amount for all fees to be paid to

the Consultant for all projects pursuant to this Agreement may not exceed One Million (\$1,000,000) Dollars (\$1,000,000 per administrative area). The Agreement may be extended for one year and/or Three Hundred Thousand (\$300,000) Dollars (\$300,000 per administrative area). The Owner and Consultant agree as follows:

## **ARTICLE 1 – DEFINITIONS**

- 1.01 The Deputy Superintendent for Facilities and Construction Management:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the specific projects authorized under this Agreement, referred to hereinafter as the **Deputy Superintendent**.
- 1.02 Authorization to Proceed:** A document in the form attached as Attachment 4 issued by the Owner to the Project Consultant authorizing the performance of specific professional services.
- 1.03 Supplemental Services:** Those services are referred to in 2.01 below.
- 1.04 Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this Agreement.
- 1.05 Project Scope:** The activities necessary to respond to the Owner's requirements for the Project.
- 1.06 The Contract:** The Contract as used herein refers to this Agreement and any schedules or Attachments attached hereto which are incorporated by reference.
- 1.07 The Facilities and Construction Management Division:** The Facilities and Construction Management Division is the Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management, plan review, inspection and other professional services on the Owner's behalf.
- 1.08 Project Manager:** An employee of the Owner who is assigned by the Deputy Superintendent to manage the Project as a direct representative of the Owner.
- 1.09 Inspector of Record:** A BCI (See also 1.13) employed by The School Board of Broward County, Florida, assigned by the Deputy Superintendent of Facilities and Construction Management to assist in the management of the Project as a direct representative of the Owner during Phase V (Construction).
- 1.10 The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.
- 1.11 Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional services for the Project.

- 1.12 Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.
- 1.13 Building Code Inspector (BCI):** An employee of The School Board of Broward County, Florida, or others designated by the Facilities and Construction Management Division who is 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 Project Manager and Project Consultant.

## **ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES**

- 2.01 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.
- 2.02 Standard of Care and Representations:**
- 2.02.01 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.
- 2.02.02** As to all services provided pursuant to this Agreement, the Consultant shall furnish services by experienced personnel and under the supervision of qualified and experienced Consultants, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc.
- 2.02.03** Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner’s approval, acceptance or use of or payment for all or any part of Consultant’s services hereunder or of the Project itself shall in no way alter the Consultant’s obligations or Owner’s rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.
- 2.02.04** 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. 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.

- 2.02.05** 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(2005) and the Florida Building Code, as amended.

**ARTICLE 3 – SUB-CONSULTANTS**

**3.01 Sub-Consultants' Relations**

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

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

**3.02 Proposed Sub-Consultants:**

- 3.02.01** The Consultant proposes to utilize the Sub-Consultants for all Projects pursuant to this Agreement are as follows:

SEE ATTACHMENT 5

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**3.02.03** 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.

#### **ARTICLE 4 – THE OWNER’S RESPONSIBILITIES**

**4.01 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.

**4.02 Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant’s use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to 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.

**4.03 Project Management:**

**4.03.01 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**

**5.01 Professional Basic Service Fees:**

**5.01.01** 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.

**5.02 Supplemental Fee:**

**5.02.01** 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.

**5.02.02** 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.

**5.02.03** 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.

**5.03 Multiple of Direct Salary Expense:**

**5.03.01** 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.

**5.03.02** 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.

**5.04 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.

**5.05 Fees for Reimbursables:**

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

**5.05.02** 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.

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

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

**ARTICLE 6 – PAYMENTS TO THE CONSULTANT**

**6.01 Payment for Basic and Supplemental Services and/or Reimbursables:**



**6.01.01** Payments for Basic and Supplemental Services and/or Reimbursables 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.

**NOTE TO CLERK**

*Use the following as applicable for certain services only  
(Geotechnical and Material Testing)*

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

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

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

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

**6.01.02** 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.

**6.01.03** The Consultant shall submit invoices in the Owner's required invoice format at attached hereto as Attachment 2 and incorporated herein.

**6.01.04** All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed attached.

**6.01.05** Payments are due and payable thirty (30) days from receipt of the Consultant's invoice, provided it is in accord with the requirements of this Agreement.

**6.01.06** The Consultant shall submit a monthly M/WBE utilization report with the monthly request for payment, on forms provided by the Owner.

**6.02 Project Suspension:**

**6.02.01** 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**

**7.01 Indemnification**

**7.01.01** To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the Consultant's negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission.

**7.01.02** 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.

**7.01.03** 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.

**7.01.04** The Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Consultant under this Indemnification Agreement shall survive termination of this contract.

## **ARTICLE 8 – INSURANCE**

### **8.01 General Insurance Requirements**

- 8.01.01** 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.
- 8.01.02** 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.
- 8.01.03** All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner’s Project number and full Project title (including applicable facility name) on the Certificate.
- 8.01.04** The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.
- 8.01.05** The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner.

### **8.02 Insurance Required:**

- 8.02.01 Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
- 8.02.02 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.

**8.02.03 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.

**8.02.04 General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability, to cover the "Hold Harmless Agreement"/indemnification language set forth herein, with bodily injury limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

## **ARTICLE 9 – GENERAL PROVISIONS**

### **9.01 Performance:**

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

**9.01.02 Term of Agreement:** The term of this Agreement shall start upon the date of this Agreement and no new Project 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/or Three Hundred Thousand (\$300,000) Dollars per service. 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.

**9.01.03 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 a timely manner. The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Consultant will be responsible for same.

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

### **9.02 Termination of Agreement:**

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

- 9.02.02** 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.
- 9.02.03** 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.
- 9.02.04** 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.
- 9.02.05** **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.
- 9.03** **Consultant’s Accounting Records and Right to Audit Provisions:** Consultant’s records which shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultant), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement (all of the foregoing hereinafter referred to as “records”) shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this Agreement.
- 9.03.01** 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.

**9.03.02** 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.

**9.03.03** 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.

**9.03.04** 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.

**9.04 Ownership of documents:**

**9.04.01** 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.

**9.04.02** 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.

**9.04.03** 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.

**9.04.04** 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.

**9.05 Electronic Media:**

**9.05.01** 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.

**9.06 Attachments and References:**

**9.06.01** The following named Attachments are made an integral part of this Agreement and are incorporated by reference:

1. **Attachment 1: SCOPE OF WORK:** 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**

**9.07 Extent of Agreement:**

**9.07.01** 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.

**9.07.02** 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.

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

**9.07.04** 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:**

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

**9.10.02** 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**

**9.11.01** 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 an Federal department or agency.

**9.11.02** 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**

**9.12.01 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**

**9.13.01 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**

**9.14.01 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**



**9.15.01** 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: James F. Notter, Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, FL 33301

With a copy to: Michael C. Garretson, Deputy Superintendent  
The School Board of Broward County, Florida  
1700 S.W. 14<sup>th</sup> Court  
Fort Lauderdale, FL 33312

Consultant:

**9.16 Excess Funds**

9.16.01 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**

9.17.01 **Background Screening.** Project Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Project Consultant, its agents, subconsultants and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Project Consultant or its personnel providing any services under the conditions described in the previous sentence. Project Consultant will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Project Consultant and its personnel. The Parties agree that the failure of Project Consultant to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

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

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

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

(SEAL)

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

\_\_\_\_\_  
Superintendent of Schools  
James F. Notter

\_\_\_\_\_  
Chair  
Robin Bartleman

Approved:

\_\_\_\_\_  
School Board Attorney

**CONSULTANT LEGAL NAME**

(ATTEST)  
**CONSULTANT LEGAL NAME**

\_\_\_\_\_  
President,

\_\_\_\_\_  
Secretary,

(Corporate Seal)

\_\_\_\_\_  
Project Consultant's  
Registration Number

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed and sworn to by  
\_\_\_\_\_ before me this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

My commission expires:

(SEAL)

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary’s Commission No.

**AGREEMENT FOR OPEN END SERVICES  
FOR MISCELLANEOUS ENVIRONMENTAL CONSULTING SERVICES**

**BETWEEN  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
AND CONSULTANT FOR MISCELLANEOUS ENVIRONMENTAL CONSULTING  
SERVICES**

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

**(CONSULTANT NAME)**

for various projects. It is agreed that this Agreement is an “Open End” Agreement in that the Owner will from time to time during the term of this Agreement require services from the Consultant on various different projects with estimated construction costs that do not exceed the limit set forth in 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 that the Consultant is hired to provide services for. Attached as Attachment “1” to this Agreement is a general “Scope of Work and (Agreed Upon Unit Prices) see attachment for applicability” for Consulting Services. For each project, some or all of these Services will be part of the Scope of Work for that particular project. In addition, other services may be required. The Owner will assign increments of Work to the Consultant via an Authorization to Proceed (“ATP”) (Attachment 4) which will be completed for each project or service to which the Consultant is assigned. Each ATP, which includes forms for the Professional Services required, Project Schedule and Professional Fee, shall be completed by the Owner and Consultant evidencing the services, fees, time, etc. for that particular project and confirming that the terms and conditions of this Agreement apply. Each project assigned to the Consultant will be identified by the Owner’s assigned project numbers. The term of this Open End Agreement commences on the date of this Agreement as set forth above; no new projects may be made part of this Open End Agreement more than three (3) years from the date of this Agreement. The total dollar amount for all fees to be paid to

The School Board of Broward County, Florida  
Professional Services Agreement for Open End Services  
February 26, 2008

the Consultant for all projects pursuant to this Agreement may not exceed One Million (\$1,000,000) Dollars (\$1,000,000 per administrative area). The Agreement may be extended for one year and/or Three Hundred Thousand (\$300,000) Dollars (\$300,000 per administrative area). The Owner and Consultant agree as follows:

## **ARTICLE 1 – DEFINITIONS**

- 1.01 The Deputy Superintendent for Facilities and Construction Management:** An employee of The School Board of Broward County, Florida, who has the authority and responsibility for oversight and management of the specific projects authorized under this Agreement, referred to hereinafter as the **Deputy Superintendent**.
- 1.02 Authorization to Proceed:** A document in the form attached as Attachment 4 issued by the Owner to the Project Consultant authorizing the performance of specific professional services.
- 1.03 Supplemental Services:** Those services are referred to in 2.01 below.
- 1.04 Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered and licensed professionals who has entered into a contract with the Owner to provide professional services pursuant to the terms of this Agreement.
- 1.05 Project Scope:** The activities necessary to respond to the Owner's requirements for the Project.
- 1.06 The Contract:** The Contract as used herein refers to this Agreement and any schedules or Attachments attached hereto which are incorporated by reference.
- 1.07 The Facilities and Construction Management Division:** The Facilities and Construction Management Division is the Owner's organizational entity which acts as liaison between the Consultant and Owner and provides day to day management, plan review, inspection and other professional services on the Owner's behalf.
- 1.08 Project Manager:** An employee of the Owner who is assigned by the Deputy Superintendent to manage the Project as a direct representative of the Owner.
- 1.09 Inspector of Record:** A BCI (See also 1.13) employed by The School Board of Broward County, Florida, assigned by the Deputy Superintendent of Facilities and Construction Management to assist in the management of the Project as a direct representative of the Owner during Phase V (Construction).
- 1.10 The Project:** The construction, alteration or repair, and all services and incidents thereto, comprising a facility as contemplated and budgeted by the Owner.
- 1.11 Sub-Consultant:** A person or organization of properly registered and licensed professionals who have entered an agreement with the Consultant to provide professional services for the Project.

- 1.12 Superintendent of Schools:** The duly appointed executive officer of the Owner authorized to act by and through the Owner, referred to hereinafter as the **Superintendent**.
- 1.13 Building Code Inspector (BCI):** An employee of The School Board of Broward County, Florida, or others designated by the Facilities and Construction Management Division who is 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 Project Manager and Project Consultant.

## **ARTICLE 2 – CONSULTANT SERVICES AND RESPONSIBILITIES**

- 2.01 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.
- 2.02 Standard of Care and Representations:**
- 2.02.01 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.
- 2.02.02** As to all services provided pursuant to this Agreement, the Consultant shall furnish services by experienced personnel and under the supervision of qualified and experienced Consultants, and shall exercise a degree of care and diligence in the performance of these services in accordance with the customary professional standards currently practiced by firms in Florida and in compliance with any and all applicable codes, laws, ordinances, etc.
- 2.02.03** Any defective or deficient work furnished by the Consultant shall be promptly corrected by the Consultant at no cost to Owner, without limitations to other remedies or rights of Owner. Owner’s approval, acceptance or use of or payment for all or any part of Consultant’s services hereunder or of the Project itself shall in no way alter the Consultant’s obligations or Owner’s rights hereunder. The Consultant shall utilize the same personnel over the course of the Work and shall, if requested by the Owner, replace personnel whom the Owner has found to be incompetent or to whom the Owner otherwise reasonably objects.
- 2.02.04** 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. 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.

- 2.02.05** 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(2005) and the Florida Building Code, as amended.

**ARTICLE 3 – SUB-CONSULTANTS**

**3.01 Sub-Consultants' Relations**

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

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

**3.02 Proposed Sub-Consultants:**

- 3.02.01** The Consultant proposes to utilize the Sub-Consultants for all Projects pursuant to this Agreement are as follows:

SEE ATTACHMENT 5

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



- 3.02.03** 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.

#### **ARTICLE 4 – THE OWNER’S RESPONSIBILITIES**

- 4.01 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.
- 4.02 Owner Furnished Items:** When documents, services, or other materials furnished by the Owner for the Consultant’s use are deemed by the Consultant as inappropriate, inaccurate, or otherwise unreasonable, the Consultant shall notify the Owner of its opinion immediately upon discovery of same. Owner will notify Consultant upon delivery of any inaccurate data provided to the Consultant. Failure of the Consultant to 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.
- 4.03 Project Management:**
- 4.03.01 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**

- 5.01 Professional Basic Service Fees:**
- 5.01.01** 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.
- 5.02 Supplemental Fee:**
- 5.02.01** 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.
- 5.02.02** 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.
- 5.02.03** 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.

**5.03 Multiple of Direct Salary Expense:**

**5.03.01** 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.

**5.03.02** 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.

**5.04 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.

**5.05 Fees for Reimbursables:**

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

**5.05.02** 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.

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

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

**ARTICLE 6 – PAYMENTS TO THE CONSULTANT**

**6.01 Payment for Basic and Supplemental Services and/or Reimbursables:**

**6.01.01** Payments for Basic and Supplemental Services and/or Reimbursables 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.

**NOTE TO CLERK**

*Use the following as applicable for certain services only  
(Geotechnical and Material Testing)*

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

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

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

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

**6.01.02** 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.

**6.01.03** The Consultant shall submit invoices in the Owner's required invoice format at attached hereto as Attachment 2 and incorporated herein.

**6.01.04** All submitted invoices shall have copies of referenced Scope of Work and the Authorization to Proceed attached.

**6.01.05** Payments are due and payable thirty (30) days from receipt of the Consultant's invoice, provided it is in accord with the requirements of this Agreement.

**6.01.06** The Consultant shall submit a monthly M/WBE utilization report with the monthly request for payment, on forms provided by the Owner.

**6.02 Project Suspension:**

**6.02.01** 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**

**7.01 Indemnification**

**7.01.01** To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Owner, its members, officers, employees and agents (hereinafter collectively "Related Parties") from and against any and all liability, claims, causes of action (by whomever brought or alleged and regardless of the legal theories upon which the liability, claims or causes of action are based), losses, damage, costs, expenses and fees (including but not limited to reasonable fees of attorneys, expert witnesses and other consultants), which are or may be imposed upon, incurred by or asserted against Owner and/or the Related Parties to the extent said liability, claims, causes of action, losses, damages, costs, expenses and/or fees are caused by the Consultant's negligent, reckless or intentional wrongful acts of omission, error, misconduct, or commission.

**7.01.02** 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.

**7.01.03** 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.

**7.01.04** The Consultant recognizes the nature of the indemnification obligations imposed under this contract and voluntarily makes these covenants. The obligation imposed upon the Consultant under this Indemnification Agreement shall survive termination of this contract.

## **ARTICLE 8 – INSURANCE**

### **8.01 General Insurance Requirements**

- 8.01.01** 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.
- 8.01.02** 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.
- 8.01.03** All insurance policies required under this Agreement shall be endorsed to be primary of all other valid and collectable coverages maintained by the Owner. The Owner shall be named as an additional insured under the General Liability policy, including Products Liability, shall include the Owner’s Project number and full Project title (including applicable facility name) on the Certificate.
- 8.01.04** The Consultant shall furnish certificates of insurance to the Owner for review and approval at the time of execution of this Agreement and shall maintain same at all times during the term of this Agreement.
- 8.01.05** The Certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the Consultant. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the Owner.
- 8.01.06** The Consultant’s liability insurance shall include a pollution endorsement against claims or claim expense arising from any abatement project. The Consultant shall procure and carry liability insurance with limits of not less than \$1,000,000 per occurrence combined single limits for bodily injury and property damage arising from errors and omissions as a result of asbestos or mold abatement. The liability insurance coverage will carry a three year tail which will provide liability coverage with limits of not less than \$1,000,000 per occurrence combined single limits for bodily injury and property damage, three years from the date of substantial completion of the project.

### **8.02 Insurance Required:**

- 8.02.01 Automobile Liability Insurance:** The Consultant shall maintain Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
- 8.02.02 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.

**8.02.03 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.

**8.02.04 General Liability Insurance:** The Consultant shall maintain General Liability Insurance, including Contractual Liability, to cover the "Hold Harmless Agreement"/indemnification language set forth herein, with bodily injury limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

## **ARTICLE 9 – GENERAL PROVISIONS**

### **9.01 Performance:**

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

**9.01.02 Term of Agreement:** The term of this Agreement shall start upon the date of this Agreement and no new Project 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/or Three Hundred Thousand (\$300,000) Dollars per service. 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.

**9.01.03 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 a timely manner. The Consultant acknowledges that failure to perform timely may cause the Owner to sustain loss and damages and the Consultant will be responsible for same.

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

**9.02 Termination of Agreement:**

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

**9.02.02** 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.

**9.02.03** 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.

**9.02.04** 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.

**9.02.05 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.

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

also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this Agreement.

**9.03.01** 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.

**9.03.02** 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.

**9.03.03** 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.

**9.03.04** 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.

**9.04 Ownership of documents:**

**9.04.01** 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.

**9.04.02** 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.

**9.04.03** 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.

**9.04.04** 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.



**9.05 Electronic Media:**

9.05.01 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.

**9.06 Attachments and References:**

**9.06.01** The following named Attachments are made an integral part of this Agreement and are incorporated by reference:

1. **Attachment 1: SCOPE OF WORK:** 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**

**9.07 Extent of Agreement:**

**9.07.01** 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.

**9.07.02** 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.

- 9.07.03** This Agreement is for the benefit of the parties to the Agreement and are not for the benefit of any other party, nor shall it create a contractual relationship with any other party.
- 9.07.04** 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:**
- 9.10.01** The performance of this Agreement shall not be delegated or assigned by the Consultant without the written consent of the Owner.
- 9.10.02** 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**
- 9.11.01** 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 an Federal department or agency.
- 9.11.02** 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**
- 9.12.01** **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**
- 9.13.01** **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**

**9.14.01 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**

**9.15.01** 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: James F. Notter, Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, FL 33301

With a copy to: Michael C. Garretson, Deputy Superintendent  
The School Board of Broward County, Florida  
1700 S.W. 14<sup>th</sup> Court  
Fort Lauderdale, FL 33312

Consultant:

**9.16 Excess Funds**

9.16.01 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**

9.17.01 **Background Screening.** Project Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Project Consultant, its agents, subconsultants and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Project

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

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

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

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

(SEAL)

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

\_\_\_\_\_  
Superintendent of Schools  
James F. Notter

\_\_\_\_\_  
Chair  
Robin Bartleman

Approved:

\_\_\_\_\_  
School Board Attorney

**CONSULTANT LEGAL NAME**

(ATTEST)  
**CONSULTANT LEGAL NAME**

\_\_\_\_\_  
President,

\_\_\_\_\_  
Secretary,

(Corporate Seal)

\_\_\_\_\_  
Project Consultant's  
Registration Number

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed and sworn to by  
\_\_\_\_\_ before me this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

My commission expires:

(SEAL)

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary’s Commission No.

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract for Architectural Plan Review**

### **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 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 for generated by outside design consultants
  - Attend Development Review Committee (DRC) Meetings
  - Coordinate “Stand Up” Review meetings with Project Consultants and SBBC staff
  - Evaluate of 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.
- 1.01.03 In the Architectural Plan Review category, the awardee must be a Florida licensed Architect and may sub out plan reviews for disciplines other than architecture 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 architectural, 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 Architectural 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 architects 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, architecture, 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 Architects 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 architect or engineer.  
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 Continuing Contract for Architectural Miscellaneous**

### **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**

- Programming
  - Site Investigation
  - Feasibility Studies
  - Material and Product recommendation, evaluation and selection.
  - Space planning
  - Preparation and updates of technical specifications and material standards.
  - Survey and documentation of existing facilities.
  - Preparation and or review of value engineering and constructability studies.
  - Site Planning
  - Design of new, remodel and renovation projects.
  - Construction administration.
  - Preparation of presentation drawings / brochures.
  - Review of budgets and cost estimates.
  - Coordination and representation with outside agencies and local municipalities having jurisdiction over SBBC projects to obtain required approvals, certifications and permits.
  - Preparation of as built for existing facilities.
  - Preparing estimates of probable construction costs.
  - Interior design services and presentations
  - Act as expert witness for SBBC legal counsel
  - Preparing drawings for permit of standard construction details for Building Department review and permit.
  - Evaluation of Bids and change orders
  - Renderings
  - Building Commissioning
- 2.01.01 The Project Consultant agrees to: (A) Provide complete professional architectural, 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 Architect Miscellaneous).

- 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/Submittal\\_Documents.asp](http://www.broward.k12.fl.us/facilities_construction/Design_Standards/Submittal_Documents.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, 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 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 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) When requested by the Owner, signed and sealed engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.

(D) Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.

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

4.01.04 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.

# Attachment A

## Mandatory and In-Progress Florida Building Code Inspections For Relocatables

### New and Existing Relocatables

#### 1.01 Progress Inspections:

- 1.01.01 Site Utility Service (power, sanitary connection, fire alarm and communication connection.)
- 1.02.02 Excavation for foundation/formwork
- 1.02.03 Structural connection of units to foundations – tie-downs
- 1.02.04 Structural Steel Placement

#### 2.01 Final Inspection

- 2.01.01 Handicapped access:
  - (A) Ramps to relocatable units
  - (B) Toilets
- 2.01.02 Life Safety
  - (A) Means of Egress
  - (B) Fire Alarm System/Devices and interconnection to main facility fire alarm.
  - (C) Fire Extinguishers
  - (D) Smoke Detectors
  - (E) Emergency Lighting
- 2.01.03 Other Building Components:
  - (A) Lighting Levels
  - (B) Signage
  - (C) HVAC System and Controls
  - (D) T.V. Bracket Location and Height
  - (E) Floor Covering
- 2.01.04 Site Work
  - (A) Parking
  - (B) Landscape
  - (C) Walkways
  - (D) Irrigation

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract for Building Code Inspection 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 as outlined below.
- 1.02.02 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 Basic Services**

- 2.01.01 Required Field Inspection Services: Consultant shall perform field inspections as selected by the SBBC Chief Building Official including, but not limited to, the following:
- (A) Consultant shall inspect the contractor's work at the intervals as requested by the contractor according to the Florida Building Code and SBBC requirements identified in the ATP (Authorization to Proceed).
  - (B) Consultant shall submit LYNX photo documentation to SBBC with inspection reports to the SBBC Chief Building Official for the following:
    - (1) Code Inspection Reports – Inspections scheduled by the contractor.
    - (2) Non-compliance notifications
    - (3) Approved Final Inspection
    - (4) Certificate of Occupancy
  - (C) The deficiencies documented shall be specific and include the property reference. The reports must include LYNX photo documentation or a SBBC approved equal to document the issues.
- 2.01.02 Relocatables: Inspections for relocatables shall be in accordance with Attachment "A", "Mandatory and In-Progress Florida Building Code Inspections for Relocatables," attached hereto and incorporated herein.
- 2.01.03 Time Frame:
- (A) Inspections will be performed within twenty-four (24) hours notification.
  - (B) Report results of tests conducted by the Consultant shall be documented and transmitted to the Chief Building Official within five (5) working days, except Non-Compliance's, which shall be submitted within 24 hours.

- 2.01.04 Format: Inspection comments shall be specific and include the applicable



code references and in a form provided by the SBBC.

2.01.05 Meetings/Reporting:

- (A) Consultant shall attend monthly meetings with the School Board Chief Building Official.
- (B) Consultant shall prepare monthly reports summarizing the monthly inspection activities.
- (C) Upon request of the SBBC Chief Building Official, Consultant shall provide clarifications as to the intent of the comments.

2.01.06 Notification of Deficiencies: Consultant shall notify the SBBC Chief Building Official in the event of non-compliance to the regulations in the Florida Building Code and Florida Prevention Code, of such severity to withhold approval or acceptance and notification no later than twenty-four (24) hours after discovery.

2.01.07 Other Services: Upon Request of the Chief Building Official, Consultant may assist and perform other duties including, but not limits to, development of inspection checklist, guidelines, procedures, standard details, etc.

2.01.08 Performance Evaluations: Consultant and SBBC may be periodically evaluated by an auditor from the SBBC, Office of Management/Facility Audit, for their performance. This evaluation will be forwarded to the consultant, Director of Building Code Services Division, and the SBBC, Director of Compliance, for each agency's information.

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract for Building Plan Review**

### **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 as outlined below.
- 1.02.02 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 Basic Services**

- Plan Review of document submittals generated by outside consultants and SBBC In House design professionals.
  - Attend “Stand Up” Review meetings with Project Consultants and SBBC staff as requested by Owner.
  - Review Addenda
  - Review of Shop Drawings
- 2.01.01 The Project Consultant agrees to: (A) Provide complete professional plan review, 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 for Building Code Plan Review.

#### **3.01 Basic Services – Consultant Responsibilities**

##### **3.01.01 Code Compliance**

(A) Review: Consultant shall review the Project A/E’s design and construction documents to determine compliance with applicable codes and regulations at the following intervals:

- (1) Completion of Phase III 50% - Construction Documents (review concurrent with Design Services Department)
- (2) Completion of Phase III 100% - Construction Documents
- (3) Completion of Bid Documents
- (4) Completion of Addenda
- (5) Completion of Design and Construction

(B) If at any design phase referenced in the ATP (Authorization to Proceed) Consultant notes during Plan Review any non-compliance to the Florida Building Code regulations, Consultant shall record those in the comment section of the Plan Review report to the School Board Chief Building Official.

(C) Evaluation of Responses: Consultant shall review the project A/E's responses to the plan review comments when reviewing subsequent submittals.

3.01.02 Plan Review Comments:

(A) Plan Review Comments shall be documented and transmitted to the SBBC Chief Building Official according to the terms of the ATP.

(B) Report results of tests conducted by the Consultant shall be documented and transmitted to the Chief Building Official within five (5) working days, except Non-Compliance's, which shall be submitted within 24 hours.

3.01.03 Format: Plan Review comments shall be specific and include the applicable code reference. The following disciplines must provide comments:

(A) Structural

(B) Plumbing

(C) Mechanical/HVAC

(D) Fire Protection

(E) Electrical

(F) The Plan Review report format may be developed by the Consultant but shall be acceptable to the SBBC Chief Building Official.

3.01.04 Meetings/Reporting:

(A) Consultant shall attend monthly meetings with the School Board Chief Building Official.

(B) Consultant shall prepare monthly reports summarizing the monthly plan review activities.

(C) Upon request of the SBBC Chief Building Official, Consultant shall provide clarifications as to the intent of the comments.

(D) Upon request and as per the ATP, Consultant shall attend the Design Review Committee meetings.

3.01.05 Notification of Deficiencies: Consultant shall notify the SBBC Chief Building Official in the event of Non-Compliance to the regulations in the Florida Building Code and Florida Prevention Code, of such severity to withhold approval or acceptance and notification no later than twenty-four (24) hours after discovery.

3.01.06 Other Services: Upon Request of the Chief Building Official, Consultant may assist and perform other duties including, but not limits to, development of inspection checklist, guidelines, procedures, standard details, etc.

3.01.07 Performance Evaluations: Consultant and SBBC may be periodically evaluated by an auditor from the SBBC, Office of Management/Facility Audit, for their performance. This evaluation will be forwarded to the consultant, Director of Building Code Services Division, and the SBBC, Director of Compliance, for each agency's information.

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract with Civil and Traffic Engineering**

### **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 for land and public works development
  - Site evaluations for permits and regulatory approvals
  - Engineering programming and development of cost analysis.
  - Site master planning and program assessment.
  - Roadway and infrastructure development
  - Park and athletic facility design and construction
  - Construction scheduling for phase replacement projects.
  - Water, sewer and fire protection utilities planning and engineering development
  - Municipal utility design and pump station engineering
  - Surface water management design and analysis
  - Surface water management inspection, certification, and permitting
  - Environmental permitting and mitigation design with local, county, and state agencies.
  - Construction observation and contract administration
  - Survey and computer mapping
  - Platting and development coordination
  - Traffic analysis and planning.
  - Traffic count, volume, density, and route assessment
  - Traffic striping and pavement marking design
  - Site analysis for ADA accessibility and parking modification.
  - Geotechnical analysis and soil investigations
  - Environmental testing and site assessment
  - Environmental sampling
  - Storage tank design, contamination assessment, and remediation.
  - Regulatory compliance audit and coordination management.
  - Compliance program development and implementation
  - Expert opinion review and report generation.
- 2.01.01 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](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, 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 permitted set of documents is the official record set and shall be the bid documents.
  - (B) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Project Consultant and respective Sub-Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Engineer of Record that to the best of my knowledge these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
  - (C) When requested by the Owner, signed and sealed engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
  - (D) Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
  - (E) Provide if applicable to a project, a threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold



building inspector, as set forth in Section 553.79(5), F.S. shall be submitted to the Owner for review and approval with Phase III 100% permit documents.

- 4.01.04 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 Continuing Contract with Cost Estimator**

### **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**

- Generate independent cost estimates for major or minor SBBC Projects
  - Verify contractor's quantities and costs as based on R.S. Means.
  - Participate in scheduling
  - Participate in evaluation of budgets and scopes of work
  - Analyze change orders
  - Generate reports
  - Participate in constructability and value engineering studies
  - Review contractor certificates of payment
  - Prepare reports of projected cost increases for use in budget projections
  - Make recommendations for cost efficient material, equipment and systems selection for District Design and Material Standards.
  - Analyze bids
  - Participate in setting parameters for contractor's and design professional's fees
  - Evaluate Schedules of Values
  - Analyze project substitutions
  - Provide data and programming support for tracking purpose
  - Provide and update SBBC cost data information
- 2.01.01 The Consultant agrees to: (A) Provide complete professional cost estimating, or other professional services and all necessary personnel, equipment and materials to perform services; (B) Complete those services in accordance with the respective ATP's for specific projects and related schedules. The Owner schedules shall not be extended by consultant without prior notice and written approval of the Owner. Provide additional basic services as included within respective ATP's issued under the Agreement for Continuing Contract (Cost Estimator).
  - 2.01.02 The Consultant's services shall conform to the Owner's requirements, including but not limited to, the 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 Consultant shall keep the 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 the Owner prior to incorporation into the design or construction documents.

- 2.01.04 The Consultant shall cooperate with the Owner by participating in, reviewing and commenting on Constructability and Value Engineering studies performed by the Owner. In the event the Owner accepts recommendations from Value Engineering and Constructability studies, the Cost Estimating Consultant shall implement same, including providing revised cost estimates or other documents, as part of Basic Services.

### **3.01 Basic Services – Consultant Responsibilities**

- 3.01.01 The 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 Consultant shall, prior to commencing estimate 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:
- 3.01.03 In the event that the 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 Cost Estimating 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 recommendations among such alternatives.
- 3.01.05 The Statement of Probable Construction Cost: The Cost Estimating Consultant shall submit to Owner for review and approval an estimate of probable construction cost for the project. This estimate shall be updated at each phase of the project as required.

### **4.01 Responsibilities During Bidding and Award of Contract**

- 4.01.01 The Cost Estimating Consultant shall attend a pre-bid conference as requested by the Owner.
- 4.01.02 The Project Consultant shall participate in preparation of addenda, if required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval.
- 4.01.03 The Consultant shall be present at the bid opening, as required by the Owner.
- 4.01.04 The Cost Estimating Consultant shall participate with the Owner in evaluating the bids and shall if required provide a written recommendation for bid award.”
- 4.01.05 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 or, (C) direct the 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.

4.01.06 The Cost Estimating Consultant shall if required, without additional compensation, participate in making recommendations for modification of the Construction Documents and specifications as necessary to bring the Probable Construction Cost within the Fixed Limit of Construction Cost.

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

5.01.01 The Cost Estimating Consultant shall assist the Owner in verifying and determining the percentage of completion work represented by Contractor's Applications for Payment and shall analyze Certificates for Payment.

**6.01 Warranty**

6.01.01 The Cost Estimate Consultant shall assist the Owner in reviewing or auditing of the costs of construction of a project, where such review or audit is ordered by the Owner or other authorities having jurisdiction.

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract with Electrical Engineering**

### **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 investigation.
  - Survey of Existing Facility Documents and Plans
  - Feasibility Studies
  - Interpretation of all codes as they apply to the specific project.
  - Construction scheduling for facility phase replacement.
  - Existing normal power, emergency power, fire alarm, communications, and intercom systems evaluation and recommendation for connection of proposed construction.
  - Analysis of available FPL power at vault and determination if new proposed load will not overload existing vault.
  - Design of new remodel, or renovation projects.
  - Performance of Life Cycle Cost Analysis (LCCA) when applicable.
  - System/material/product recommendation and selection
  - Preparation and/or review of value engineering and constructability studies.
  - Preparation of electrical specifications.
  - Coordination and representation with outside agencies and local municipalities having jurisdiction over SBBC projects to obtain required approvals, certifications and permits.
  - Preparation of presentation plans and brochures
  - Review of bids and change orders
  - Review of budget and cost estimate
  - Construction administration
  - Preparation of electronic version of as-built drawings for existing facilities
  - Expert witness for SBBC Legal Counsel
- 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 Electrical 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](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, 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 permitted set of documents is the official record set and shall be the bid documents.
  - (B) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Project Consultant and respective Sub-Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Engineer of Record that to the best of my knowledge these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
  - (C) When requested by the Owner, signed and sealed engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
  - (D) Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
  - (E) Provide if applicable to a project, a threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S. shall be submitted to the Owner for review and approval with Phase III 100% permit documents.

- 4.01.04 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 Continuing Contract for Engineering Plan Review**

### **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 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 for generated by outside design consultants
  - Attend Development Review Committee (DRC) Meetings
  - Coordinate “Stand Up” Review meetings with Project Consultants and SBBC staff
  - Evaluate of 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 Continuing Contract with Environmental Engineering**

### **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** – 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](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.

**EXHIBIT A**  
**Fee Structure Proposal Form**  
**For**  
**Miscellaneous Environmental Consulting Services**

The proposer represents that it's proposed fees including costs directly related to Miscellaneous Environmental Consulting Services based upon the criteria included in the RFQ will be as follows.

Florida Licensed Asbestos Consultant / CIH -----\$\_\_\_\_\_ per hour  
AHERA Certified Management Planner-----\$\_\_\_\_\_ per hour  
AHERA Certified Building Inspector / Project Monitor -----\$\_\_\_\_\_ per hour  
EPA Certified Lead Abatement Risk Assessor-----\$\_\_\_\_\_ per hour  
American IAQ Council CIEC -----\$\_\_\_\_\_ per hour

**All hourly rates shall include travel and all other out of pocket expenses.**

**The following must be executed and corporate seal applied by the proposer.**

Proposed by: \_\_\_\_\_  
(Proposer)

(Corporate Seal)

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Name/Title: \_\_\_\_\_

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract Miscellaneous Environmental Consulting 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**

- A.** Asbestos Consulting for EPA and AHERA Compliances.
- B.** Lead Testing and Consulting.
- C.** Mold and IAQ Consulting Services.
- D.** Additional Industrial Hygiene Services.

**2.01.01** The Project Consultant's responsibilities relating to the Scope of Work shall include but not be limited to the following:

**A.** Asbestos Consulting for EPA and AHERA Compliance.

- 1 Perform AHERA required inspections and re-inspections.
- 2 Develop AHERA Management Plans.
- 3 Perform asbestos surveys, to include bulk sampling, analysis, and survey reports.
- 4 Perform Pre- renovation, Pre-demolition asbestos inspections.
- 5 Develop and implement Operations and Maintenance Plans.
- 6 Develop asbestos abatement specifications.
- 7 Provide air monitoring and on-site project monitoring services.
- 8 Provide cost estimates for asbestos abatement and monitoring services.
- 9 Provide contract administration.
- 10 Provide final project closeout reports.

**B.** Lead Testing and Consulting.

- 1 Perform lead survey to determine lead content of materials.
- 2 Provide lead testing of water and paint for lead content.
- 3 Develop lead abatement specifications.
- 4 Provide air monitoring and on-site project monitoring services.



- 5 Provide cost estimates for lead abatement and monitoring services.
- 6 Provide contract administration.
- 7 Provide final project closeout reports.

**C. Mold Consulting Services.**

- 1 Perform Indoor air quality surveys and assessments.
- 2 Provide testing for fungal spore counts.
- 3 Provide testing for Cultureable Fungi and Bacteria.
- 4 Develop mold abatement specifications.
- 5 Provide air monitoring and on-site project monitoring services.
- 6 Provide cost estimates for mold abatement and monitoring services.
- 7 Provide contract administration.
- 8 Provide final project closeout reports.

**D. Additional Industrial Hygiene Services.**

- 1 General Industrial Hygiene Services.
- 2 Indoor air pollution assessment and control.
- 3 Radon testing and analysis.
- 4 Other miscellaneous environmental services.

**2.01.02 The Project Consultant agrees to:**

- A.** Provide complete professional services and all necessary personnel, equipment and materials to perform environmental consulting services.
- B.** Furnish services by experienced certified accredited personnel and under the supervision of experienced professionals licensed in Florida.
- C.** Be in accordance with all applicable codes, referenced standards, laws and regulations of government entities including, but not limited to: The Florida Building Code (FBC) latest edition, the Florida Department of Education's State Requirements for Educational Facilities (SREF), Environmental Protection Agency (EPA), Asbestos Hazard Emergency Response Act (AHERA), Occupational Health and Safety Administration (OSHA), American Conference of Governmental Industrial Hygienists (ACGIH), American Industrial Hygiene Association (AIHA), American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE), Americans With Disabilities Act (ADA).
- D.** Complete services in accordance with the respective ATP's for specific projects and related schedules. Provide other additional basic services as provided for within the respective ATP's issued under the Agreement for Miscellaneous Environmental Consulting Services.
- E.** 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, SBBC Project Manual for Miscellaneous Asbestos and Mold Abatement, Owner's Design and Materials Standards, Design Criteria, Educational Specifications, and comply with the latest adopted 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.

### **3.01 Basic Services – Consultant Responsibilities**

**3.01.01** The Project Consultant shall confer with representatives of the Owner to verify and confirm the Project (as appropriate to the type of project and scope).

**3.01.02** 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 investigation 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.

### **4.01 The AHERA 3-year surveys shall include:**

**4.01.01** Cover letter with name address and phone number for the AHERA designated Person, Name and address of the school where the three-year inspection was performed, Name, signature, state accreditation number, and name of training provider for each accredited inspector performing the inspection, and the management planner.

**4.01.02** Survey Information listing all buildings at the school which were inspected or exempt from inspection, and whether the building contains friable ACBM, non friable ACBM, or assumed ACBM. A CADD drawing of each building that identifies clearly the location of all known or assumed ACBM, and the exact location where each bulk sample was collected.

- 4.01.03** Copies of all laboratory analyses of bulk samples collected and analyzed, listing of all previously identified ACBM, Newly identified ACBM, asbestos abatements or other response actions, and bulk sampling history performed at the school. Quantify all asbestos containing materials, or assumed asbestos containing material with reasonable estimates.
- 4.01.04** Review the adequacy of the Operations and Management plan, provide a description of the physical assessment required by AHERA 763.88, provide a detailed description of the management planner recommendations regarding response actions to be taken and methods to be used by the LEA.

## **5.01 Construction Administration**

- 5.01.01** 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.
- 5.01.02** The Project Consultant 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.
- 5.01.03** The Project Consultant shall at all times have access to the Work where ever it is in preparation or progress. The Project Consultant 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 to regularly submit additional written materials or forms to the Owner relating to or regarding the Project or its progress.
- 5.01.04** 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.
- 5.01.05** 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.
- 5.01.06** The Project Consultant shall promptly review, and take other appropriate action upon Contractor's submittals such as shop drawings, product data and other documentation, but only for conformance with the Contract Documents. Such action shall be taken within twenty (20) days of receipt by Project Consultant unless Owner and Project Consultant otherwise mutually agree.

**5.01.07** The Project Consultant shall within thirty (30) days of project completion provide the Owner with prints and electronic media copies of all project closeout documentation, including project close out information, and other documents as required by the contract to be 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.

**6.01 General Requirements**

**6.01.01** The Florida Licensed Asbestos Consultant and the Certified Industrial Hygienist (CIH) must be full time employees of the firm. The company must have on staff a minimum of one (1) CIH, one (1) AHERA Certified Management Planner, five (5) AHERA Certified Building Inspectors, one (1) EPA Certified Lead Abatement Risk Assessor, and one (1) person who has certification from the American Indoor Air Quality Council as a Council-Certified Indoor Environmental Consultant (CIEC). An individual from the company may hold more than 1 of the required certifications in order to meet the staffing requirements.

**6.01.02** Provide company profile with names and copies of license and/or certificates for each of the following.

- A.** Florida Licensed Asbestos Consultant
- B.** Certified Industrial Hygienist – CIH.
- C.** AHERA Certified Management Planner.
- D.** AHERA Certified Building Inspector.
- E.** EPA Certified Lead Abatement Risk Assessor.
- F.** American IAQ Council CIEC.

**6.01.03** Fee Structure Proposal Form Exhibit A must be completed and included with your submittal as an attachment to your letter of interest.

All hourly rates stated on the Fee Structure Proposal Form shall include travel and all other out of pocket expenses.

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract for Environmental Resource Management**

### **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 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](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 SBEC 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.

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- 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

Agreement for Open End  
Services for Geotechnical Testing

**Exhibit 1: SCOPE OF SERVICES AND SBBC Standard Unit Prices for Geotechnical Testing**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
1.0	Project Engineer, per hour	65.00
2.0	Registered Professional Engineer, per hour	70.00
3.0	Certified Radon Specialist, per hour	65.00
4.0	Principal Engineer, P. E., per hour	80.00
5.0	Drafting/Clerical Services, per hour	27.00
6.0	Engineering Technician: (minimum 1 year of experience)	
	Regular Time, per hour	26.00
	Overtime, per hour	39.00
7.0	A.C. I. Certified Technician: (minimum 3 years of experience)	
	Regular Time, per hour	28.50
	Overtime, per hour	43.00
8.0	Senior Engineering Technician, 2 hours minimum (minimum 5 years of experience)	
	Regular Time, per hour	32.00
	Overtime, per hour	45.00

**The School Board of Broward County, Florida**

**Agreement for Open End  
Services for Geotechnical Testing**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
9.0	Senior Engineering Technician to perform threshold inspection and/or inspection services, such as (2 hours minimum): Concrete Batch Plant Inspection Asphalt Batch Plant Inspection Bolting Inspection (includes equipment) Galvanizing Inspection (does not include testing) Deck Mechanical Attachment Inspection Fire Proofing Inspection Regular time, per hour Overtime, per hour	35.00 50.00
10.0	Certified Radon Technician Regular time, per hour Overtime, per hour	32.00 45.00
11.0	Inspection to Verify Specified Paints NDE Inspector Regular time, per hour NDE Inspector Overtime, per hour	32.00 45.00
12.0	Senior Engineering Technician to perform Paint Thickness Verification (including necessary equipment) 12.1 Wet Film Thickness Measurements, Regular time, per hour 12.2 Wet Film Thickness Measurements, Overtime per hour	35.00 50.00
13.0	Inspector to perform Roofing Installation Inspection and to verify Specified Roofing Materials Regular time, per hour Overtime, per hour	35.00 45.00
14.0	Engineering Technician to perform Tool Gage Measurements Regular time, per hour Overtime, per hour	35.00 45.00
15.0	Soil Test Borings with Conventional truck equipment, (ASTM D-1586): 15.1 0 to 50 foot depth, per linear foot 15.2 50 to 200 foot depth, per linear foot	10.00 10.50

**The School Board of Broward County, Florida**

**Agreement for Open End  
Services for Geotechnical Testing**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
16.0	Auger Boring, per linear foot	6.50
17.0	Undisturbed samples of soft soils obtained in connection with soil test borings (ASTM D-1587), each sample	65.00
18.0	Extra Standard Penetration Test Sample, per sample	15.00
	Rock Coring, NX size, 0 to 50 foot depths, per linear foot	16.00
	Rock Coring, 4 inch diameter	
19.0	19.1 0 to 50, per linear foot	20.00
	19.2 50 to 100, per linear foot	30.00
20.0	Settings 3-inch Diameter casing (NW) when required, to stabilize hole when drilling through soft soils or rock formations, per foot	4.50
	Settings 3-inch Diameter casing (SW) per linear foot	6.00
21.0	Tripod mounted boring (0-20 feet) per hour (includes personnel)	95.00
22.0	Percolation test per South Florida Water Management District (S.F.W.M.D.), (minimum 2 tests per trip), per test	250.00
23.0	Double Ring Infiltration Test, per test	300.00
	Concrete Cores (sampling)	
	24.1 One Sample	102.00
24.0	24.2 Two or more, per sample	68.00
25.0	Drilled concrete cores, curing and compression testing only, each	18.00
26.0	Extra Slump Test, each	10.00
	Technician to job site to sample fresh concrete (including light weight), make slump test, mold minimum set of 5 concrete cylinders, cure, tests and report, including reserves as follows:	
	27.1 One set per trip, per cylinder	11.50
	27.2 Two sets per trip, per cylinder	11.20
27.0	27.3 Three or more sets per trip, per cylinder	10.90

**The School Board of Broward County, Florida**

**Agreement for Open End  
Services for Geotechnical Testing**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
28.0	Mortar Sampling and Strength Testing Production and Strength Testing Mortar Cubes (ASTM C70), per cube	15.00
29.0	Stucco Sampling and Strength Testing Production and Strength Testing Mortar Cubes, per cube	10.50
30.0	Stucco Alkalinity Prior to Painting Sampling and Testing of Stucco, per sample	40.00
31.0	Natural Moisture Content, soil samples (ASTM D-2216), each	15.00
32.0	Grain Size Determination 32.1 Percent Passing NO. 200 Sieve by washing, each	22.50
	32.2 Wash No. 200 Sieve (ASTM D-1140), each	31.00
33.0	Determination of Organic Content, each	31.00
34.0	CBR or LBR: Including laboratory compaction test (ASTM D-183) or AASHTO T-193, or Florida D.O.T.), each	250.00
35.0	Laboratory Compaction Test (ASTM D-1557 or ASHTO T-180): 35.1 ASTM D-698 or AASHTO T-99, per test	75.00
	35.2 ASTM D-1557 or AASHTO T-180, per test	85.00
36.0	Density Tests: 36.1 In-place density (minimum 3 tests per trip), per test	25.00
	36.2 Relative density, per test	110.00
37.0	Laboratory analysis of soil samples for pH, soluble salts, nitrogen, phosphorous, potassium, calcium, magnesium, iron, manganese, zinc, copper, boron, and sulfur, per sample	30.00
38.0	Same as above (37.0) with organic soils and/or turf, per sample	39.00
39.0	Same as (37.0) with fertilization or recommendation, per sample	29.00
40.0	Nematode analysis, per sample	29.00

**The School Board of Broward County, Florida**

**Agreement for Open End  
Services for Geotechnical Testing**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
41.0	Radon Testing Services:	
	41.1 Charcoal canister measurement device, shipping analysis and report, minimum 100 canisters per 5 months period, each	10.00
	41.2 Alpha-track measurement device, analysis and report, minimum 50 devices per 6 month period	21.00
	41.3 Real-time grade sample radon measurement using RD 200 soil gas unit manufactured by EDA Instruments or equivalent (18 sample minimum per site, price to include all charges associated with providing a test report, except mileage,) per sample	25.00
42.0	Asphalt Thickness Tests Coring and thickness measurements not including patching per core, 3 core minimum per trip	40.00
43.0	Vehicular Mileage, for all project related trips portal to portal from the LABORATORY'S Broward County Office, per mile	0.29
44.0	Stand-by time (in excess of ½ hour per boring) for reasons other than inclement weather or mechanical breakdown, with written confirmation to the Owner.	95.00
	44.1 Backhoe Rental, for testing excavations (minimum 5 hours), per hour (actual Cost W/N.T.E. fee)	65.00
	44.2 Trackhoe Rental, for testing excavations (minimum 5 hours), per hour (actual Cost W/N.T.E. fee)	80.00
	44.3 Water Truck Rental to perform seepage test trench (minimum 5 hours), per hour (actual Cost W/N.T.E. fee)	80.00
45.0	Concrete Block Testing ASTM C-90	
	45.1 Individual blocks, per block	25.00
	45.2 Prism, per test	175.00
46.0	Wind Up-Lift Field Test (including a project engineer and engineering technician; Not including Engineering/Report)	
	46.1 Two to four tests, each	335.00
	46.2 Five to ten tests, each	300.00
	46.3 Over ten tests	260.00

The School Board of Broward County, Florida

Agreement for Open End  
Services for Geotechnical Testing

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
47.0	Sprayed on Fireproofing Adhesion Tests, per test (minimum 5 tests)	10.00
48.0	Moisture Content Test on Roof Core Samples, per sample	25.00
49.0	Conductivity Meter Rental, per day (actual cost W/N.T.E. fee)	25.00
50.0	PH Meter Rental, per day (actual cost W/N.T.E. fee)	25.00
	Bailer (Disposable)	
	51.1 PVC, each	10.00
51.0	51.2 Teflon, each	18.00
52.0	Flame Ionization Detector Rental, per day (actual cost W/N.T.E. fee)	100.00
53.0	Turbidity Meter Rental, per day (actual cost W/N.T.E. fee)	15.00
54.0	Interface Probe Rental, per day (actual cost W/N.T.E. fee)	25.00
55.0	Drums, each	50.00



# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract for Geotechnical Testing**

### **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 as outlined below.
- 1.02.02 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 Basic Services**

- 2.01.01 The Project Consultant (referred to hereinafter as the Geotechnical Consultant) agrees to provide the types of materials, laboratory, field and other types of testing and investigation as may be required by the Owner as basic services.
- 2.01.02 The Project Consultant agrees to: (A) Provide complete professional architectural, and/or other professional services and all necessary personnel, equipment and materials to perform services; (B) Complete those 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 Geotechnical Testing.

#### **2.02 Foundations & Soils**

- 2.02.01 Provide earthwork testing and inspection services to include:
  - a. Inspection of proof-rolling
  - b. Qualification of fill material
  - c. Mass grading
  - d. Density
  - e. Foundation inspections
  - f. Site inspection
  - g. Soil analysis
  - h. Geo-Technical report and recommendations
- 2.02.02 Provide organic materials testing and inspection services to include:
  - a. Removal verification
  - b. Quantity documentation
  - c. Surcharge inspection/monitoring

- 2.02.03 Provide reinforced earth construction testing and inspection services to include:
  - a. Fill qualification
  - b. Construction inspection
  
- 2.02.04 Provide grouting inspection testing and inspection services to include:
  - a. Chemical grouting
  - b. Pressure grouting
  - c. Slurry/Compaction grouting
  
- 2.02.05 Provide deep foundations testing and inspection services to include:
  - a. Pile driving record logging
  - b. Auger cast and drilled shaft
  - c. Pile load testing
  - d. Vibra-floatation
  - e. Vibration monitoring
  
- 2.02.06 Provide laboratory testing and inspection services to include:
  - a. Compaction (Proctor)
  - b. Gradation
  - c. Organic content
  - d. pH
  - e. Permeability
  - f. Direct shear
  - g. Atterberg limits
  - h. Chloride content
  - i. Sulfate content
  - j. Resistivity
  - k. Carbonates
  - l. Other chemical analysis
  
- 2.02.07 Provide foundation design and engineering for and as related to:
  - a. Footing and raft foundations
  - b. Auger-cast and precast pile foundations
  - c. Pile wave equation driveability studies
  - d. Soil bearing pressure recommendations
  - e. Consolidation and settlement predictions
  - f. Remediation of distressed foundations

### **2.03 Slope Stability Evaluations**

- 2.03.01 Provide the following services related to evaluation and determination of slope stability:
  - a. Evaluation of distressed slopes and design of stabilization methods
  - b. Design of water retention embankments
  - c. Geotextile, geogrid and gabion utilization
  - d. Scour analysis and riprap design.

### **2.04 Retaining Wall Design**

- 2.04.01 Provide the following services related to the design and evaluation of retaining walls and similar structures:
- a. Gravity and cantilever walls
  - b. Mechanically stabilized earth (MSE) walls to include internal and external stability.
  - c. Geotextile utilization
  - d. Permanent and temporary walls
  - e. Sheet Pile Wall cantilevered and or anchored.

## **2.05 Subsurface Investigations**

- 2.05.01 Provide the following services related to the investigation of subsurface site conditions:
- a. Exploratory drilling and testing of subsurface soils
  - b. Standard penetration test borings (ASTM D1586)
  - c. Static cone penetration test borings
  - d. Diamond core drilling of rock formations
  - e. Investigation and sampling by auger boring
  - f. Geophysical Investigations

## **2.06 Seepage and Drainage Tests**

- 2.06.01 Provide the following services related to conducting seepage and drainage tests:
- a. FDOT and open-hole exfiltration testing
  - b. Septic field design and percolation testing
  - c. Dewatering recommendations
  - d. Drawdown and influence testing
  - e. Well installation services

## **2.07 Construction Material Testing**

- 2.07.01 Provide or arrange for the provision of the following testing services:
- a. Laboratory testing to determine physical and engineering properties
  - b. Soil particle size analysis
  - c. Plasticity index determinations
  - d. Organic content of soil by loss on ignition
  - e. Proctor moisture-density relationships
  - f. Specific gravity and bulk density
  - g. California and limerock bearing ratio tests
  - h. Asphalt concrete extraction tests
  - i. Preparation of on site test samples concrete compressive, flexural and splitting tensile tests
  - j. Concrete aggregate testing
  - k. L.A. abrasion testing
  - l. Resistance to plastic flow of bituminous mixtures
  - m. Field load testing of structural items

## **2.10 Other Basic Services**

- 2.10.01 The Geotechnical Consultant shall review all Geotechnical Consultant and Contractor claims related to material quality matters as directed by the Owner.
- 2.10.02 The Geotechnical Consultant, at the end of a project's construction, will review the Owner's project files to ensure that all documentation regarding geotechnical issues have been properly organized for storage and efficient retrieval. This shall include storage of electronic media copies of test results, reports and other project record documents related to geotechnical services within the Owner's network system.
- 2.10.03 The Geotechnical Consultant shall attend coordination, review and presentation meetings with the Owner as necessary to explain issues related to the Owner's options and decisions made by the Owner regarding a project's construction.
- 2.10.04 The Geotechnical Consultant shall submit three sets of all test reports and other documents required hereunder (except as otherwise indicated), without additional charge.
- 2.10.05 The Geotechnical Consultant, when authorized by an ATP, shall assist Owner in analyzing and suggesting the correction of construction defects.
- 2.10.06 The Geotechnical Consultant shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to Geotechnical Consultant's services.
- 2.10.07 The Geotechnical Consultant shall provide other professional services as requested by the Owner:
- a. Providing special analyses of the Owner's needs and special detailed programming requirements for a project as related to geotechnical site characteristics, construction products and their specification and documentation for a project, and any geotechnical services or construction required for that project.
  - b. Providing material and/or product research or other special studies.
  - c. Providing the testing services necessary for site evaluations, or comparative studies of prospective sites.
  - d. Providing services relative to ascertaining the costs and/or constructibility of future facilities, systems and equipment which are not intended to be constructed during the construction phase.
  - e. Assisting in investigations and making detailed appraisals of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

- f. Providing any additional or special professional services as may be required for the project not provided herein.
- g. Providing consultation concerning the costs of replacement of any Work damaged or project built inconsistent with the requirements of the construction Contract documents for that project.
- h. Providing analysis and testing for design and construction materials and/or work required by the enactment or revision of codes, laws or regulations.
- i. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- j. Preparing and presenting seminars to the Owner's staff and invited guests concerning geotechnical testing and reporting procedures and other aspects of quality control associated with the Owner's construction programs and process.
- k. Assisting the Owner's development of a Geotechnical Testing Library which would detail geotechnical testing and investigative techniques and data required for the Owner's use in ensuring proper and appropriate geotechnical testing and/or investigation during all project phases.
- l. Assisting the Owner's development of geotechnical investigation specifications, procedures and checklists for construction products, components and assemblies for integration into the Owner's handbook of standard operating procedures, standard model specifications, and other related Owner documents.
- m. Assisting the Owner's publication of Project geotechnical testing results and reports on the internet (for limited public access) and intranet systems (developed for the Owner's internal use and project team limited access).
- m. Any other professional services not otherwise included in this Agreement to which the Geotechnical Consultant and Owner mutually agree.

2.10.08 All testing shall be conducted under the supervision of a Professional Engineer licensed in the State of Florida. All reports shall be issued under the signature and seal of the supervising Professional Engineer.

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract for Land Surveyor**

### **Attachment 1: Scope of Work**

#### **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, aerials, recorded easements and instruments from Broward County, municipality, other agency or vendor.
  - c. Check existing plat(s) information as it relates to easements, recorded instruments and reservations. Order any required plats as requested by the Owner.

- d. Show site information in terms of Florida State Plane Coordinate System.
  - e. Coordinate, obtain, and map all over and underground existing as-built information with Broward County (or municipal) water and sewer authority, FPL, BellSouth, and other sources as necessary.
  - f. Calculate boundaries of properties, set control points, acreages, bearing and distances.
  - g. Show finish floor elevations of buildings and provide FIMA 100 year flood base elevation and panel number.
  - h. Establish minimum of two permanent benchmarks on site, tied to established control points: Set one benchmark at the base of the facility's flagpole if one does not exist at that location.
  - i. Restore dislocated survey control points based on original survey.
- 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/SubmittalDocuments.asp](http://www.broward.k12.fl.us/facilities_construction/Design_Standards/SubmittalDocuments.asp).
- 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 Continuing Contract For Landscape Architect**

### **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**

- 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 for Continuing Contract for Master Planning**

### **Attachment 1: Scope of Work**

#### **1.00 General Requirements**

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

#### **1.00 Basic Services**

- Produce Master Plan reports in coordination with Facilities Project Management.
  - Feasibility studies
  - Provide complete site investigation and analysis
  - Coordinate Educational Specifications with existing facilities and site elements.
  - Review and determine accuracy of current F.I.S.H. plans at site.
  - Produce presentation drawings.
  - Coordinate with school based staff and district personnel, local municipalities, county and state agencies as needed.
  - Generate conceptual site plans
  - Generate castaldi analysis
  - Provide preliminary cost estimates for recommended solutions
  - Programming
  - Renderings
  - Conduct master plan community charrettes
  - Present conceptual options and make recommendations to District
  - Assess existing site and buildings infrastructure and systems.
- 1.00.00 The Project Consultant agrees to: (A) Provide complete professional master planning architectural, 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 Master Planning.
- 2.00.00 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.

3.00.00 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.

### **1.00 Basic Services – Consultant Responsibilities**

1.00.0 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).

2.00.0 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:

- ( ) 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.
- ( ) 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.

3.00.0 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.

4.00.0 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.

5.00.0 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).

6.00.0 The Consultant shall submit to Owner for review a preliminary estimate of construction cost for the master plan as submitted for the specific site at appropriate phases of the development of the plan.

7.00.0 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 master plan documents.

8.00.0 Consultant shall request appropriate preliminary information from the Owner to include, but not limited to the following:

- ( ) State Survey "Recommend Capacity"
- ( ) Current Board Approved Educational Specifications
- ( ) Current Fish Plan
- ( ) Current Site Plan

9.00.0 Consultant's Master Plan Report Shall Include but not be limited to the following:

- ( ) Facility List Specific to the Recommended capacity
- ( ) Narrative on existing conditions and the recommended course of action to bring the facility to current educational specifications standards.
- ( ) Master "site plan" must indicate:
  - 0. Building (proposed and existing) footprint
  - 0. Site Circulation
    - . Covered Pedestrian
    - . Uncovered Pedestrian
    - . Vehicular
  - 0. Parking – Teacher, Visitor, Student
  - 0. Site Access and Circulation
    - . Parent Drop Off
    - . Bus Drop Off
    - . Parking Lot entry and exit
    - . Service (Kitchen, Custodian & Delivery)
    - . Emergency Vehicle
  - 0. Play-fields, Playgrounds, play courts and pavilions
  - 0. Set-backs and Easements
  - 0. Retention Areas and 100 year flood elevations
  - 0. Significant Vegetation
  - 0. Public Utility locations including fire hydrants, lift stations, etc.

10.00.0 Phased Site Plans shall include but not be limited to:

- ( ) Site plan for "current specific scope of work" – site plan shall reflect provisions required for future expansion.
- ( ) Report on the condition of the physical plant infrastructure:
  - 0. Electrical supply and distribution
  - 0. HVAC – Plant and distribution system including terminal devices.
  - 0. Sewer and storm water and site utility distribution plan.



11.00.0 Cost Estimate(s)

( ) Master Plan Build-Out

( ) Current Scope of work

12.00.0 All documents shall be provided in both hard copy and in electronic media. Electronic submittals shall be per SBBC “Electronic Media Submittal Requirements”.

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

The School Board of Broward County, Florida



Agreement for Open End  
Services for Material Testing

**Exhibit 1: SCOPE OF SERVICES AND SBBC Standard Unit Prices for Material Testing**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
1.0	Project Engineer, per hour	65.00
2.0	Registered Professional Engineer, per hour	70.00
3.0	Certified Radon Specialist, per hour	65.00
4.0	Principal Engineer, P. E., per hour	80.00
5.0	Drafting/Clerical Services, per hour	27.00
6.0	Engineering Technician: (minimum 1 year of experience) Regular Time, per hour	26.00
	Overtime, per hour	39.00
7.0	A.C. I. Certified Technician: (minimum 3 years of experience) Regular Time, per hour	28.50
	Overtime, per hour	43.00
8.0	Senior Engineering Technician, 2 hours minimum (minimum 5 years of experience) Regular Time, per hour	32.00
	Overtime, per hour	45.00

**The School Board of Broward County, Florida**

**Agreement for Open End  
Services for Material Testing**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
9.0	Senior Engineering Technician to perform threshold inspection and/or inspection services, such as (2 hours minimum): Concrete Batch Plant Inspection Asphalt Batch Plant Inspection Bolting Inspection (includes equipment) Galvanizing Inspection (does not include testing) Deck Mechanical Attachment Inspection Fire Proofing Inspection Regular time, per hour Overtime, per hour	35.00 50.00
10.0	Certified Radon Technician Regular time, per hour Overtime, per hour	32.00 45.00
11.0	Inspection to Verify Specified Paints NDE Inspector Regular time, per hour NDE Inspector Overtime, per hour	32.00 45.00
12.0	Senior Engineering Technician to perform Paint Thickness Verification (including necessary equipment) 12.1 Wet Film Thickness Measurements, Regular time, per hour 12.2 Wet Film Thickness Measurements, Overtime per hour	35.00 50.00
13.0	Inspector to perform Roofing Installation Inspection and to verify Specified Roofing Materials Regular time, per hour Overtime, per hour	35.00 45.00
14.0	Engineering Technician to perform Tool Gage Measurements Regular time, per hour Overtime, per hour	35.00 45.00
15.0	Soil Test Borings with Conventional truck equipment, (ASTM D-1586): 15.1 0 to 50 foot depth, per linear foot 15.2 50 to 200 foot depth, per linear foot	10.00 10.50

**The School Board of Broward County, Florida**

**Agreement for Open End  
Services for Material Testing**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
16.0	Auger Boring, per linear foot	6.50
17.0	Undisturbed samples of soft soils obtained in connection with soil test borings (ASTM D-1587), each sample	65.00
18.0	Extra Standard Penetration Test Sample, per sample	15.00
19.0	Rock Coring, NX size, 0 to 50 foot depths, per linear foot	16.00
	Rock Coring, 4 inch diameter	
	19.1 0 to 50, per linear foot	20.00
	19.2 50 to 100, per linear foot	30.00
20.0	Settings 3-inch Diameter casing (NW) when required, to stabilize hole when drilling through soft soils or rock formations, per foot	4.50
21.0	Settings 3-inch Diameter casing (SW) per linear foot	6.00
	Tripod mounted boring (0-20 feet) per hour (includes personnel)	95.00
22.0	Percolation test per South Florida Water Management District (S.F.W.M.D.), (minimum 2 tests per trip), per test	250.00
23.0	Double Ring Infiltration Test, per test	300.00
24.0	Concrete Cores (sampling)	
	24.1 One Sample	102.00
	24.2 Two or more, per sample	68.00
25.0	Drilled concrete cores, curing and compression testing only, each	18.00
26.0	Extra Slump Test, each	10.00
27.0	Technician to job site to sample fresh concrete (including light weight), make slump test, mold minimum set of 5 concrete cylinders, cure, tests and report, including reserves as follows:	
	27.1 One set per trip, per cylinder	11.50
	27.2 Two sets per trip, per cylinder	11.20
	27.3 Three or more sets per trip, per cylinder	10.90

**The School Board of Broward County, Florida**

**Agreement for Open End  
Services for Material Testing**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
28.0	Mortar Sampling and Strength Testing Production and Strength Testing Mortar Cubes (ASTM C70), per cube	15.00
29.0	Stucco Sampling and Strength Testing Production and Strength Testing Mortar Cubes, per cube	10.50
30.0	Stucco Alkalinity Prior to Painting Sampling and Testing of Stucco, per sample	40.00
31.0	Natural Moisture Content, soil samples (ASTM D-2216), each	15.00
32.0	Grain Size Determination 32.1 Percent Passing NO. 200 Sieve by washing, each 32.2 Wash No. 200 Sieve (ASTM D-1140), each	22.50 31.00
33.0	Determination of Organic Content, each	31.00
34.0	CBR or LBR: Including laboratory compaction test (ASTM D-183) or AASHTO T-193, or Florida D.O.T.), each	250.00
35.0	Laboratory Compaction Test (ASTM D-1557 or ASHTO T-180): 35.1 ASTM D-698 or AASHTO T-99, per test 35.2 ASTM D-1557 or AASHTO T-180, per test	75.00 85.00
36.0	Density Tests: 36.1 In-place density (minimum 3 tests per trip), per test 36.2 Relative density, per test	25.00 110.00
37.0	Laboratory analysis of soil samples for pH, soluble salts, nitrogen, phosphorous, potassium, calcium, magnesium, iron, manganese, zinc, copper, boron, and sulfur, per sample	30.00
38.0	Same as above (37.0) with organic soils and/or turf, per sample	39.00
39.0	Same as (37.0) with fertilization or recommendation, per sample	29.00
40.0	Nematode analysis, per sample	29.00

**The School Board of Broward County, Florida**

**Agreement for Open End  
Services for Material Testing**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
41.0	Radon Testing Services:	
	41.1 Charcoal canister measurement device, shipping analysis and report, minimum 100 canisters per 5 months period, each	10.00
	41.2 Alpha-track measurement device, analysis and report, minimum 50 devices per 6 month period	21.00
	41.3 Real-time grade sample radon measurement using RD 200 soil gas unit manufactured by EDA Instruments or equivalent (18 sample minimum per site, price to include all charges associated with providing a test report, except mileage,) per sample	25.00
42.0	Asphalt Thickness Tests Coring and thickness measurements not including patching per core, 3 core minimum per trip	40.00
43.0	Vehicular Mileage, for all project related trips portal to portal from the LABORATORY'S Broward County Office, per mile	0.29
44.0	Stand-by time (in excess of ½ hour per boring) for reasons other than inclement weather or mechanical breakdown, with written confirmation to the Owner.	95.00
	44.1 Backhoe Rental, for testing excavations (minimum 5 hours), per hour (actual Cost W/N.T.E. fee)	65.00
	44.2 Trackhoe Rental, for testing excavations (minimum 5 hours), per hour (actual Cost W/N.T.E. fee)	80.00
	44.3 Water Truck Rental to perform seepage test trench (minimum 5 hours), per hour (actual Cost W/N.T.E. fee)	80.00
45.0	Concrete Block Testing ASTM C-90	
	45.1 Individual blocks, per block	25.00
	45.2 Prism, per test	175.00
46.0	Wind Up-Lift Field Test (including a project engineer and engineering technician; Not including Engineering/Report)	
	46.1 Two to four tests, each	335.00
	46.2 Five to ten tests, each	300.00
	46.3 Over ten tests	260.00

**The School Board of Broward County, Florida**

**Agreement for Open End  
Services for Material Testing**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>FEE</b>
47.0	Sprayed on Fireproofing Adhesion Tests, per test (minimum 5 tests)	10.00
48.0	Moisture Content Test on Roof Core Samples, per sample	25.00
49.0	Conductivity Meter Rental, per day (actual cost W/N.T.E. fee)	25.00
50.0	PH Meter Rental, per day (actual cost W/N.T.E. fee)	25.00
	Bailer (Disposable)	
	51.1 PVC, each	10.00
51.0	51.2 Teflon, each	18.00
52.0	Flame Ionization Detector Rental, per day (actual cost W/N.T.E. fee)	100.00
53.0	Turbidity Meter Rental, per day (actual cost W/N.T.E. fee)	15.00
54.0	Interface Probe Rental, per day (actual cost W/N.T.E. fee)	25.00
55.0	Drums, each	50.00

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract for Material Testing**

### **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 as outlined below.
- 1.02.02 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 Basic Services**

- Review and assessment of designs of new structures, or existing structures to be remodeled or expanded, or component thereof, in order to make recommendations for testing protocols and specific tests of structures, components or materials existing or proposed to be used in a structure.
- Provision of inspection services for Threshold Inspection or Special Inspection in accordance with the Florida Building Code and authorizing statutes, other codes or regulations of jurisdiction.
- Inspection services may include but will not necessarily be limited to:
  - Concrete batch plants and operations;
  - Asphalt batch plants and operations;
  - Fastenings (bolting or welding) in place;
  - Galvanizing facilities and operations;
  - Fireproofing operations;
  - Modular structures plants and operations;
  - Paint verification inspection or testing;
  - Paint thickness verification;
  - Roofing inspection (materials and installation verification);
  - Roofing inspection (field uplift testing);
  - Component fastening verification; pull testing.
- Testing services including, but not necessarily limited to:
  - Soils test borings;
  - Auger borings;
  - Undisturbed samples of soft soils obtained in connection with soil test borings;
  - Natural soils moisture sampling;
  - Grain size determination;
  - Organic content determination;
  - Rock corings;
  - Percolation tests;



- Concrete core casting and testing;
- Concrete core drilling and testing;
- Concrete slump testing;
- Concrete block testing;
- Radon testing;
- Mortar sampling and testing;
- Grout sampling and testing;
- Stucco sampling and testing;
- Stucco alkalinity prior to painting;
- Tool gage measurements;
- Fireproofing adhesion testing;
- Roof core sampling and moisture content testing;
- Equipment and materials related to services or testing;
- Other tests or services related to verification of materials or assemblies approved as necessary and appropriate.

2.01.01 The Project Consultant (referred to hereinafter as the Material Testing Consultant) agrees to provide the types of materials, laboratory, field and other types of testing and investigation as may be required by the Owner as basic services.

2.01.02 The Project Consultant agrees to: (A) Provide complete professional services and all necessary personnel, equipment and materials to perform services; (B) Complete those 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 Material Testing.

## **2.02 Other Basic Services**

2.02.01 The Material Testing Consultant shall review all Material Testing Consultant and Contractor claims related to material quality matters as directed by the Owner.

2.02.02 The Material Testing Consultant, at the end of a project's construction, will review the Owner's project files to ensure that all documentation regarding material issues have been properly organized for storage and efficient retrieval. This shall include storage of electronic media copies of test results, reports and other project record documents related to material services within the Owner's network system.

2.02.03 The Material Testing Consultant shall attend coordination, review and presentation meetings with the Owner as necessary to explain issues related to the Owner's options and decisions made by the Owner regarding a project's construction.

- 2.02.04 The Material Testing Consultant shall submit three sets of all test reports and other documents required hereunder (except as otherwise indicated), without additional charge.
- 2.02.05 The Material Testing Consultant, when authorized by an ATP, shall assist Owner in analyzing and suggesting the correction of construction defects.
- 2.02.06 The Material Testing Consultant shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to Material Testing Consultant's services.
- 2.02.07 The Material Testing Consultant shall provide other professional services as requested by the Owner:
- a. Providing material and/or product research or other special studies.
  - b. Providing services relative to ascertaining the costs and/or constructibility of future facilities.
  - c. Providing any additional or special professional services as may be required for the project not provided herein.
  - d. Providing consultation concerning the costs of replacement of any Work damaged or project built inconsistent with the requirements of the construction Contract documents for that project.
  - e. Providing analysis and testing for design and construction materials and/or work required by the enactment or revision of codes, laws or regulations.
  - f. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
  - g. Assisting the Owner's development of material investigation specifications, procedures and checklists for construction products, components and assemblies for integration into the Owner's handbook of standard operating procedures, standard model specifications, and other related Owner documents.
  - h. Assisting the Owner's publication of Project material testing results and reports on the internet (for limited public access) and intranet systems (developed for the Owner's internal use and project team limited access).
  - i. Any other professional services not otherwise included in this Agreement to which the Material Testing Consultant and Owner mutually agree.

### **3.01 Deliverables**

- 3.01.01 Periodic field reports, written and verbal, of findings during the process of providing any of the above services.

- 3.01.02 Bound written reports using text and various graphic techniques to present the procedures and techniques applied in developing data and findings, laying out data and findings, presenting analysis and assessment of data and findings, and presenting recommendations for actions to be taken relevant to the services provide.
- 3.01.03 Electronic copies of written reports (web enabled), including all text and graphic materials included in the bound written reports.
- 3.01.04 Presentation of findings to School Board staff, and where deemed appropriate to the School Board or sub-committee thereof.

**4.01 Special Staff Consideration**

- 4.01.01 All testing shall be conducted under the supervision of a Professional Engineer licensed in the State of Florida. All reports shall be issued under the signature and seal of the supervising Professional Engineer.

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract with Mechanical Engineering**

### **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 investigation.
  - Survey of Existing Facility Documents and Plans
  - Feasibility Studies
  - Interpretation of Florida Building Code and Rendering
  - Construction Scheduling for Facility Phase Replacement
  - Existing HVAC System Evaluation and Recommendation
  - Analysis of available HVAC Tonnage Capacity for New Proposed Connected Loads.
  - Performance of heat gain calculations for existing facilities.
  - Design of new, remodel, or renovation projects.
  - Performance of Life Cycle Cost Analysis (LCCA) when applicable.
  - Performance of Florida Energy Efficiency Analysis (FEEC) when applicable.
  - System/ material/ product recommendation and selection.
  - Preparation of Development Costs and Cost Estimate
  - Preparation and/or review of value engineering and constructability studies.
  - Preparation of mechanical specifications
  - Coordination and representation with outside agencies and local municipalities having jurisdiction over SBBC projects to obtain required approvals, certifications and permits.
  - Preparation of presentation plans and brochures.
  - Review of bids and change orders.
  - Review of budget and cost estimate.
  - Construction administration.
  - Preparation of electronic version of As-built drawings for existing facilities.
  - Expert witness for SBBC Legal Counsel.
- 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 Mechanical 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](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, 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 permitted set of documents is the official record set and shall be the bid documents.
  - (B) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Project Consultant and respective Sub-Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Engineer of Record that to the best of my knowledge these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
  - (C) When requested by the Owner, signed and sealed engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
  - (D) Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
  - (E) Provide if applicable to a project, a threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold building inspector, as set forth in Section 553.79(5), F.S. shall be submitted to the Owner for review and approval with Phase III 100% permit documents.

- 4.01.04 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 Continuing Contract for Moisture Intrusion Detection**

### **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 as outlined below.
- 1.02.02 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 Basic Services**

- Review and assessment of designs of new structures, or existing structures to be remodeled or expanded, or component thereof, in order to prevent or eliminate moisture intrusion by design.
  - Monitoring of existing structures or portions or components thereof for moisture conditions that may affect habitability.
  - Detection of moisture intrusion in existing structures or components thereof, including but not limited to roofing, roof structures, walls, ceilings, floors, mechanical systems, other buildings systems.
  - Detection of moisture intrusion first by non-invasive techniques including but not limited to visual inspection, metering, or infrared thermography.
  - Detection of moisture intrusion by limited destructive inspection and testing only upon written authorization following application of non-invasive techniques.
  - Analysis and assessment of collected data, identifying causes and origins of potential or existing moisture intrusion, and including recommendation of actions to be taken to prevent or to remediate and eliminate existing moisture intrusion.
  - Outline procedures and requirements for preventative maintenance of structures and components thereof to prevent future moisture intrusion.
  - All testing and recommendations should be in accordance with all SBBC requirements, ASTM guidelines, statutes and codes of jurisdiction.
  - Provide procedures for:
    - Detection and analysis
    - Recommendations for correction techniques
    - Monitoring and Maintenance
- 2.01.01 The Project Consultant agrees to: (A) Provide complete professional services and all necessary personnel, equipment and materials to perform services; (B)

Complete those 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 Material Testing.

- 2.02.02 As applicable, the Consultant shall review all Consultant and Contractor claims related to material quality matters as directed by the Owner.
- 2.02.03 The Consultant, at the end of a project, will review the Owner's project files to ensure that all documentation regarding moisture intrusion issues have been properly organized for storage and efficient retrieval. This shall include storage of electronic media copies of test results, reports and other project record documents related to moisture intrusion services within the Owner's network system.
- 2.02.04 The Consultant shall attend coordination, review and presentation meetings with the Owner as necessary to explain issues related to the Owner's options and decisions made by the Owner regarding a project's construction.
- 2.02.05 The Consultant shall submit three sets of all test reports and other documents required hereunder (except as otherwise indicated), without additional charge.
- 2.02.06 The Consultant, when authorized by an ATP, shall assist Owner in analyzing and suggesting the correction of construction defects.
- 2.02.07 The Consultant shall render to Owner without additional compensation, any proper and reasonable assistance which Owner may require as a result of any claim or any action brought relating to Consultant's services.
- 2.02.08 The Consultant shall provide other professional services as requested by the Owner:
  - (A) Providing material and/or product research or other special studies.
  - (B) Providing services relative to ascertaining the costs and/or constructibility of future facilities.
  - (C) Providing any additional or special professional services as may be required for the project not provided herein.
  - (D) Providing consultation concerning the costs of replacement of any Work damaged or project built inconsistent with the requirements of the construction Contract documents for that project.
  - (E) Providing analysis and testing for design and construction materials and/or work required by the enactment or revision of codes, laws or regulations.

- (F) Preparing to serve or serving as an expert witness in connection with any

public hearing, arbitration proceeding or legal proceeding.

- (G) Assisting the Owner's development of investigation specifications, procedures and checklists for construction products, components and assemblies for integration into the Owner's handbook of standard operating procedures, standard model specifications, and other related Owner documents.
- (H) Assisting the Owner's publication of Project moisture intrusion testing results and reports on the internet (for limited public access) and intranet systems (developed for the Owner's internal use and project team limited access).
- (I) Any other professional services not otherwise included in this Agreement to which the Consultant and Owner mutually agree.

### **3.01 Deliverables**

- 3.01.02 Periodic field reports, written and verbal, of findings during the process of providing any of the above services.
- 3.01.03 Bound written reports using text and various graphic techniques to present the procedures and techniques applied in developing data and findings, laying out data and findings, presenting analysis and assessment of data and findings, and presenting recommendations for actions to be taken to prevent or to remediate and eliminate existing moisture.
- 3.01.04 Electronic copies of written reports (web enabled), including all text and graphic materials included in the bound written reports.
- 3.01.05 Presentation of findings to School Board staff, and where deemed appropriate to the School Board or sub-committee thereof as requested.
- 3.01.06 Aerial inspections for infrared thermography technique.
  - (A) Staff consultant must include minimum of one (1) certified thermography consultant and must be able to document related experience.
  - (B) Provide processed imagery in accordance with Owner's required format.
  - (C) Final reports must meet or exceed ASTM guidelines as applicable to testing using infrared imaging.

### **4.01 Special Staff Consideration**

- 4.01.01 All testing shall be conducted under the supervision of a Professional Engineer licensed in the State of Florida. All reports shall be issued under the signature and seal of the supervising Professional Engineer.

**The School Board of Broward County, Florida**  
**Professional Services Agreement for Continuing Contract**  
**For Roofing Design**

**Attachment 1: Scope of Work**

**1.01 General Requirements**

- 1.0.1.01 The Scope of Work of this agreement shall be limited to professional services as it relates to roofing and re-design of existing roofs for re-roofing and other miscellaneous incidental work for existing facilities of the School Board of Broward County (SBBC). 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 Scope of Work shall include but not limited to the listed services below or other related services that may be requested by the Owner.

**2.01 Basic Services**

- Analyze roof warranty to determine if complete replacement is warranted.
  - Analyze roof survey report provided by Owner to determine appropriate design solution.
  - Conduct site investigation and provide appropriate recommendations.
  - Provide design services for roof replacement.
  - Provide technical specifications for design and/or re-roofing.
  - Review and update specifications, material standards, and design criteria for SBBC.
  - Provide Construction Administration as it relates to scope of work.
  - Plan review applicable to roofing projects.
- 2.01.01 The Project Consultant agrees to: (A) Provide complete professional architectural, engineering and/or other professional services set forth in the Scope of Work and all necessary personnel, equipment and materials to perform services; (B) Complete scope of work in accordance with the respective ATPs 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 ATPs issued under the agreement for Open End Roofing design services.
- 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, Project Submittal Checklist, and comply with the latest codes including SREF; as well as, statues and requirements having jurisdiction over the project. Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict the provisions of this agreement shall govern.
- 2.01.03 The Project Consultant 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.

### **3.01 Basic Services – Consultant Responsibilities**

- 3.01.01 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.
- 3.01.02 The Project Consultant shall confer with representatives of the Owner to verify and confirm the Scope of Work (as appropriate to the facility, roof type and accessories)
- 3.01.03 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 existing condition of the site with particular attention to the observed roof conditions, roof penetrations and elements, roof top equipment and locations, parapets, roof drainage and location, etc.
  - (B) Site investigations and inspections and access to areas should be non-destructive except where destructive investigations, tests or means of access are authorized in advance by the Owner.
- 3.01.04 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 why one or all of them are unreasonable or not achievable.
- 3.01.05 The consultant shall review with Owner alternative approaches to design and construction of the project; selections of materials, potential construction methods and methods of project delivery; and, if requested, shall make a recommendation among such alternatives.
- .1 Consultant shall prepare Construction Documents setting forth in detail the requirements for the construction of the Project. The Project Consultant is responsible for the full compliance of the design with all applicable codes.
- .2 Design and Construction document submittals shall be issued in accordance with the SBBC's 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)
- 3.01.08 The Project Consultant shall prepare a schedule of services in compliance with Project Schedule and 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).

- 3.01.09 The Statement of Probable Construction Cost: The Consultant shall submit to Owner for review and approval of probable construction cost for the project.
- 3.01.10 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.
- 3.01.11 Provide product and material samples for Owner review and approval.
- 3.01.12 Project Consultant shall submit three (3) sets of all required documents at each applicable Design Phase for approval by the Owner (unless otherwise indicated).
- 3.01.13 The Project Consultant shall at minimum make a 50% Construction Documents submittal, for approval by the Owner, which shall include but not be limited to three (3) sets of the following:
- (A) "Project Transmittal Form" as required by the Facilities and Construction Management Department's Design Section.
  - (B) Provide 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 with 50% Contract Documents submittal per applicable sections of Design Services Project Submittal Checklist.
  - (C) Roofing Specification sections shall be organized to follow the latest Construction Specification Institute's (CSI) MasterFormat.
  - (D) 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 Owner prior to or during construction of the Project. Establish and confirm responsibility for removing the asbestos or other hazardous materials in the design development documents and coordinate with schedules, Statement of Probable Construction Cost and other documentation.
- 3.01.14 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% Submittal for Permit Review:**

- 4.01.01** Upon 100% completion of the Construction Documents, the Project Consultant shall submit to the Owner five (5) copies of signed and sealed Drawings, Specifications, a final up-dated Statement of Probable Construction Cost and such other documents as reasonably required by Owner. The 100% construction documents shall conform to



the latest version of SREF AND the FLORIDA BUILDING CODE requirements and 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 submittal shall be per “Electronic Media Submittal Requirements” The Owner will approve Phase III documents for submission to the SBBC Building Department for permit review and approval.

## **5.01 General Requirements:**

- 5.01.01 Record Set: The permitted set of documents is the official record set and shall be the bid documents.
- 5.01.02 Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by 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”.
- 5.01.03 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.
- 5.01.04 When requested by the Owner, signed and sealed engineering calculations shall be submitted separately from drawings and the project manual.
- 5.01.05 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 submitted shall bear the appropriate signatures and seals.

## **6.01 Responsibilities During Bidding and Award of Contract**

- 6.01.01 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.
- 6.01.02 The Project Consultant shall render interpretations and clarifications of the drawings and specifications in a written format, supplemented by appropriate graphics, acceptable to the Owner.
- 6.01.03 The Project Consultant shall attend a pre-bid conference as requested by the Owner.
- 6.01.04 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.
- 6.01.05 The Project Consultant shall be present at the bid opening, as required by Owner.

- 6.01.06 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.”
- 6.01.07 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 re-bid 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 re-bid the Project, or (D) suspend or abandon the Project.
- 6.01.08 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.

## **7.01 Construction Administration (If Applicable)**

- 7.01.01 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 Project Consultant shall provide administration of the Construction Contract as set forth in the construction contract documents.
- 7.01.02 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 the Project Schedule. A minimum of at least one site visit per week will be required by the Project Consultant. The Sub-Consultant will be required to visit the site at least once a week when their respective portion of the work is in progress.
- 7.01.03 Project Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7.01.04 The Project Consultant shall at all time have access to the Work area whenever work is in 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.
- 7.01.05 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.
- 7.01.06 The Project Consultant shall have authority to recommend rejection of Work that does not conform to the Contract Documents. The Project Consultant shall not have authority to stop the work without approval of the Owner.

- 7.01.07 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 upon differently. Project Consultant's review shall not constitute 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.
- 7.01.08 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.
- 7.01.09 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.

## **8.01 Warranty Administration**

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

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract for Project Scheduling**

### **ATTACHMENT 1: SCOPE OF WORK**

#### **Article 1 General Requirements**

- 1.01 The services listed below form a menu from which 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.
- 1.02 The listed services below shall not limit those activities or services which may be requested by the Owner.

#### **Article 2 Basic Services**

##### **2.01 Program Basic Services**

- 2.01.01 The Scheduler shall provide schedule data including but not limited to the estimated dates for design/start/finish, construction start, substantial completion, final completion and project phase start/finish for each project and subproject and other resource coding to allow data sorting by Type of Project, Owner's Representative, Project Consultant and other categories developed in the future and as required by the Owner.

##### **2.02 Basic Services By Project Phase**

- 2.02.01 The Scheduler agrees to: (A) Provide complete professional scheduling and/or other professional services set forth in the six Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform services; (B) Complete those scheduling and other professional services in accordance with the respective ATP's and related schedules issued for increments of work by the Owner and (C) Participate in the Owner's programs of Value Engineering at the end of Phases I and II (Schematic Design and Design Development), Constructability Reviews at the end of Phase III (Contract Documents), Building Commissioning program, Partnering program, and other additional basic services as provided for within respective ATP's issued under the Agreement for Open End Services for Scheduling Services.

- 2.02.02 The Scheduler shall attend a bi-weekly project review meeting with representatives of the Owner and Project Consultant throughout Phases I through IV of the Project as requested by the owner and on an as needed basis. These meetings are established for the Project Consultant and Owner to review the Project's budget, schedule, and scope along with the Project Consultant's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the project. The Scheduler shall attend weekly meetings during Phase V (Construction) as required by owner and on an as required basis. For each project review meeting, and as may be otherwise appropriate during any project phase, the Scheduler shall provide schedule information and other documents sufficient to illustrate project time and schedule factors and other issues at hand for the Owner's review, which will be made so as to cause no delay to the Project Schedule.
- 2.02.03 The Scheduler's services shall conform to the Owner's standards including but not limited to, the Owner's Design and Materials Standards, Design Criteria, and Owner's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict the provisions of this agreement shall govern.
- 2.02.04 The Scheduler shall advise Owner, where necessary, concerning the Project Consultant's or Owner's proposed changes in requirements or in construction materials, systems or equipment as the project's program, drawings and specifications are developed.
- 2.02.05 The Scheduler shall assist the Owner by participating in and reviewing Constructability and Value Engineering studies, and attending meetings where the associated scheduling impacts of implementing those studies will be discussed, coordinated and reconciled. The Scheduler shall cooperate with and facilitate the activities of the Owner's value engineering and constructability review programs and be responsible for:
- (A) Preparing estimates, studies and other documentation as necessary to develop and implement the value engineering and constructability recommendations.
  - (B) Assisting the Owner to ensure the coordination and incorporation of value engineering and constructability related requirements into the eventual bidding documents prepared by the Project Consultant for this Project.

**2.03 Phase I – Schematic Design:**

- 2.03.01 The Scheduler shall confer with the Owner to verify and confirm the negotiated schedule established as part of the Project Consultant’s agreement.
- 2.03.02 The Scheduler shall confer with the Owner to review, verify and reconcile any results of the Project Consultant’s site investigations which might have schedule impacts on the established budget and FLCC for the project.
- 2.03.03 In the event that the Scheduler believes that the project scope, schedule or budget is not achievable, the Scheduler shall immediately notify the Owner in writing as to the reasons one or all of them are unreasonable or not achievable immediately upon discovery.
- 2.03.04 The Scheduler shall review the Project Consultant’s submitted Design Concept and Schematics Report and its Project Development Schedule and Statement of Probable Construction Cost.
- 2.03.05 When authorized by specific ATP, the Scheduler shall provide a Project Development Schedule projected to the expected time of bid and containing sufficient detail to provide information necessary for the Owner to evaluate compliance with the Project Schedule set for this project.
- 2.03.06 Attend coordination, review and presentation meetings with the Owner as requested to advise the Owner concerning the schedule implications of the Project Consultant’s design concept and technical resolution of their respective building or site systems.
- 2.03.07 The Scheduler shall submit three copies of all documents required under this Phase, without additional charge, for the use of the Owner. The Scheduler shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

**2.04 Phase II – Design Development:**

- 2.04.01 The Scheduler shall review, when authorized by the Owner, the following Design Development documents prepared by the Project Consultant: (A) Preliminary Division 1 documentation concerning the format and submittal of schedules during the construction phase; and (B) The Project Consultant’s detailed Design Development Phase Project Development Schedule as prepared by an independent Scheduler.

- 2.04.02 When authorized by specific ATP, the Scheduler shall provide a detailed Design Development Phase Project Development Schedule projected to the expected time of the project's Substantial Completion Date and containing sufficient detail to provide information necessary for the Owner to evaluate compliance with the Project Schedule set for this project and to forecast all key construction milestones. Format schedule and provide detail matching the organization and content of the project's Design Development drawings and outline specifications complete for Divisions 1 through 17.
- 2.04.03 Attend coordination, review and presentation meetings with the Owner to advise the Owner concerning the schedule implications of the Project Consultant's design concept and technical resolution of their respective building or site systems.
- 2.04.04 The Scheduler shall submit three sets of all documents required under this Phase (except as otherwise indicated), without additional charge, for approval by the Owner, and the Scheduler shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

**2.05 Phase III – Construction Documents Development:**

- 2.05.01 The Scheduler shall review, when authorized by the Owner, the final up-dated Project Development Schedule submitted as a Phase III Construction Documents submittal.
- 2.05.02 When authorized by specific ATP, the Scheduler shall provide the final up-dated Project Development Schedule and coordinate with the Project Consultant to consolidate the up-dated statement into the Phase III Construction Documents submittal as prepared by the Project Consultant. Up-date of the Project Development Schedule shall reflect time factors, changes in requirements, and general market conditions.
- 2.05.03 If the latest Project Development Schedule exceeds the Substantial Completion Date required for the Project, the Scheduler shall review the materials, equipment, component systems and types of construction included in the Contract Documents and recommend changes in such items and/or reasonable adjustments in the scope of the Project.
- 2.05.04 The Scheduler shall advise and assist as necessary in the Project Consultant's and Owner's development of project specific requirements for construction progress schedules and Schedule of Values for incorporation into the project's Bidding Documents.

- 2.05.05 The Scheduler shall advise and assist as necessary in the Project Consultant's and Owner's determination of requirements for construction durations, project phasing, project specific assessment of liquidated damages at Substantial and Final Completion and the incorporation of those requirements into the project's Bidding Documents.
- 2.05.06 The Scheduler shall attend coordination, review and presentation meetings with the Owner as necessary to explain the schedule implications of the Project Consultant's development of the design concept and technical resolution of the respective building or site systems for both the Project Consultant's Phase III 50% and Phase III (100%) Submittals.
- 2.05.07 The Scheduler shall submit three sets of all documents required under this Phase (except as otherwise indicated), without additional charge, for approval by the Owner, and the Scheduler shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

## **2.06 Phase IV – Bidding and Award of Contract**

- 2.06.01 The Scheduler shall analyze addenda, substitution requests and Requests for Information (RFI's) as requested by the Owner and on an as needed basis to assist the Owner and/or Project Consultant in determining the cost effectiveness and schedule impact of changing bidding requirements or other technical aspect of the bidding documents.
- 2.06.02 The Scheduler shall participate as requested by the Owner and on an as needed basis with Owner and/or Project Consultant in evaluating the bids and any post bid submittals (the Construction Schedule, Schedule of Values and others) and making a recommendation for bid award.
- 2.06.03 If the lowest responsive Base Bidder's submitted schedule exceeds the required Substantial Completion Date for the project, The Scheduler shall assist the owner in: (A) analyzing and approving the increase in Project time and award a contractor or, (B) directing the Bidder to revise the construction schedule to coincide with the Owner's requirements or (C) directing the Project Consultant to revise the Project scope of quality, or both, as approved by the Owner, and rebid the Project, or (D) suspend or abandon the Project.
- 2.06.04 Under Article 2.06.03(C) above the Scheduler shall, analyze the Project Consultant's revised Construction Documents to assist in ensuring that the necessary changes have been made which will bring the construction schedule within the Owner's requirements for Substantial Completion. The Scheduler shall advise the Owner, when requested, concerning exceptional construction



market influences before exercising the option provided in Article 2.06.03(C) above.

- 2.06.05 If a schedule is required by the Owner for this phase, the Scheduler shall review the schedule as prepared by the Project Consultant's or Contractor's independent estimator or shall, when authorized by an ATP prepare those required estimates or cost studies.
- 2.06.06 The Scheduler shall attend coordination, review and presentation meetings with the Owner as necessary to explain the schedule implications of the Owner's options and decisions made regarding the Bidding Phase.
- 2.06.07 The Scheduler shall submit three sets of all documents required under this Phase (except as otherwise indicated), without additional charge, for approval by the Owner, and the Scheduler shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

**2.07 Phase V – Administration of the Construction Contract:**

- 2.07.01 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 Scheduler shall provide professional services on an as needed basis to ensure the cost effectiveness and documentation of decisions and procedures that affect the project budget.
- 2.07.02 The Scheduler shall meet with the Owner, Contractor and Project Consultant at or near the time of the project's Preconstruction Conference to orient the parties to the project's requirements for cost loaded schedule submittals. The Scheduler shall review formatting issues, electronic media issues, and administrative procedures necessary to ensure the Contractor's accurate and timely submittal of the required CPM schedules and Schedule of Values.
- 2.07.03 The Scheduler, as requested by the Owner during the Construction Phase, shall consult with the Owner concerning matters material to the cost, time, sequence, scope, performance or requirements of the project including a monthly review of the CPM schedule and Schedule of Values as submitted by the Contractor.
- 2.07.04 The Scheduler shall, when requested, assist Owner in determining the amounts owing to contractor based on observations at the site and on evaluations of Contractor's Applications for Payment.
- 2.07.05 The Scheduler shall review the Contractor's submitted CPM Schedule, Schedule of Values, monthly payment requisitions and other associated

documentation for the purposes of updating and reporting the PMS. The Scheduler shall monitor the information submitted by the Contractor and shall, if the information forecasts that the project is behind schedule more than 4 percent of the remaining duration or that the project will exceed the FLCC, meet with the Owner, Project Consultant and Contractor to formulate a written plan of action including the determination of recovery actions and/or warranted time extensions and/or budgetary modifications.

- 2.07.06 The Scheduler shall, when requested, render written advisory decisions, within a reasonable time, on all claims, disputes and other matters in question between Owner and Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents in which cost or time is a factor.
- 2.07.07 The Scheduler shall, when requested, promptly review and advise the Owner concerning the Contractor's submitted Substitution Requests to assist in determining the schedule implications of such requests and the true economic benefit (as represented by saved construction time) which would accrue to the Owner in the event such a Substitution Request might be approved.
- 2.07.08 The Scheduler shall coordinate with the Owner concerning the Owner's required review of Change Orders. The Scheduler shall reconcile the Project Consultant's analysis of proposed Change Order amounts with the Scheduler's own analysis and provide the Owner with a recommendation concerning the scheduling impact of the options presented. All final decisions with respect to substitutions, change orders, and other contract modifications shall be at the sole determination of the Owner.
- 2.07.09 The Scheduler shall consult with the Owner concerning the budgetary and schedule impacts of assessing liquidated damages at Substantial and Final Completion, reducing retainage, or other related matters.
- 2.07.10 The Scheduler shall review all Project Consultant and Contractor claims related to budgetary and time matters as directed by the owner.
- 2.07.11 The Scheduler, at the end of construction, will review the Owner's project files to ensure that all documentation regarding schedule and time issues have been properly organized for storage and efficient retrieval. This shall include storage of electronic media copies of schedule and other project record documents related to budgets and schedules within the Owner's network system.
- 2.07.12 The Scheduler shall attend coordination, review and presentation meetings with the Owner as necessary to explain the schedule implications of the Owner's options and decisions made regarding the project's construction.

2.07.13 The Scheduler shall submit three sets of all documents required under this Phase (except as otherwise indicated), without additional charge, for approval by the Owner, and the Scheduler shall not proceed with the next Phase until the completion of all required presentations and reports and receipt of a written Authorization to Proceed with the next phase.

## **2.08 Phase VI – Warranty Administration:**

2.08.01 The Scheduler, when authorized by an ATP, shall assist Owner in analyzing the schedule impacts of correcting construction defects.

## **Article 3 Other Basic Services**

### **3.01 Other Basic Services**

3.01.01 The Scheduler 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 Scheduler's services.

3.01.02 The services listed below are other general types of Basic Services which the Owner may authorize:

- (A) Providing special analyses of the Owner's needs, and special detailed programming requirements for a project.
- (B) Providing schedule feasibility, or other special studies.
- (C) Providing the scheduling element of planning surveys, site evaluations, or comparative studies of prospective sites.
- (D) Providing services relative to ascertaining the scheduling requirements for future facilities, systems and equipment which are not intended to be constructed during the construction phase.
- (E) Assisting in investigations and making detailed schedule appraisals and forecasts of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.
- (F) Providing any additional or special professional services as may be required for the project not provided in the Article 2.
- (G) Providing consultation concerning the schedule requirements for any Work damaged or built inconsistent with the requirements of the construction Contract documents.

- (H) Providing consultation concerning schedule requirements of any facility damaged by fire, vandalism, natural disaster or other cause and furnishing services as may be required in connection with the replacement of such Work.
- (I) Providing budgetary analysis and scheduling services made necessary by the default of the Contractor, or any major unanticipated defects or deficiencies in the Work of the Contractor or any Subcontractor.
- (J) Providing analysis and schedules for design and construction work required by the enactment or revision of codes, laws or regulations.
- (K) Preparing to serve or serving as an expert witness in connection with a public hearing, arbitration proceeding or legal proceeding.
- (L) Preparing and presenting seminars to the Owner's staff and invited guests concerning scheduling procedures, project budgeting and other aspects of program management associated with the Owner's construction programs and process. These instructional sessions may include training of Owner's personnel in the use of scheduling software as requested by the Owner.
- (M) Assisting the Owner's development of a Project Schedules Library which would detail scheduling techniques and data required for the Owner's preparation of budgets, estimates and schedules at all project phases.
- (N) Assisting the Owner's publication of Project budgets and schedules on the internet (for public access) and intranet systems (developed for the Owner's internal use and project team limited access).
- (O) Any other professional scheduling services not otherwise included in this Agreement to which the Scheduler and Owner mutually agree.

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract for Signage Design Consultant**

### **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 and facilities analysis
  - Investigate and document existing facility pedestrian and vehicular traffic patterns.
  - Review design consultant's documents and prepare plan review comments for design phases as requested by Owner.
  - Prepare and/or review SBBC design and material standards for signage.
  - Prepare signage packages for permitting and/or bidding purposes for interior, exterior pedestrian and vehicular and monument building/site identification signage.
  - Prepare cost estimates.
  - Provide material and product evaluation and selection recommendations.
  - Make recommendations for signage locations.
  - Coordinate with SBBC staff, outside agencies, and local municipalities as requested by Owner.
  - Prepare presentations as requested by Owner.
  - Review Vendor Shop Drawings
- 2.01.01 The Project Consultant agrees to: (A) Provide complete professional design, 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 Signage Design Consultant.
  - 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.

**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.
  - (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 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).
- 3.01.05 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.
- 3.01.06 Provide, as applicable, colorboards to review the project's color selections for all finish materials with the Owner.
- 3.01.07 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 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 Signage packages including site/plans and/or engineered shop drawings require permits for construction and must be signed and sealed by an Architect and

Engineer, and must be in compliance with SBBC requirements, SREF, Florida Building Code and any other codes of jurisdiction over the project.

- 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 permitted set of documents is the official record set and shall be the bid documents.
  - (B) When required by the Owner, signed and sealed engineering calculations for electrical or structural shall be submitted for review.
  - (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, 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 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.
- 5.01.04 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 Contract Administration**

- 6.01.01 The Project Consultant shall provide supervision during installation of signage.

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract for Site Engineering and Environmental Permitting Consultant**

### **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 as outlined below.
- 1.02.02 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 Basic Services**

- Identify site engineering and environmental permits, certifications, and approvals required for SBBC major and minor projects.
- Develop and manage a database for tracking all site engineering and environmental permits.
- Develop and manage procedures for identifying, processing and tracking site engineering and environmental permits.
- Coordinate permitting activities with SBBC Project Management, Engineering and Environmental staff, outside agencies, local, county, and state authorities having jurisdiction over District projects.
- Identify scopes of work for site engineering and environmental permitting process and identify responsibilities of staff allocated to this purpose.
- Develop interface with SBBC existing databases for tracking and status reports.
- Coordinate and monitor SBBC's outside design consultants during site engineering and environmental permitting process for major construction projects.
- Submit engineering permit applications for site and environmental approval when requested by Owner.
- Monitor certifications, recertifications, mitigations, licensing and approval processes for District's wastewater collection, water use and distribution, drainage, and storm water systems.
- As requested by the Owner attend and represent the District at all hearings and meetings with local, county, and state agencies.
- Provide plan review for site engineering documents produced by in house and outside consultants for all phases of design and Phase III 100% site engineering documents as scheduled by the Owner.
- Plan reviews must be signed by engineers having a current license in the State of Florida.



- Provide status reports on a regular basis to district's Design Services engineering staff, project managers, and all other staff as requested.
- Make recommendations for streamlining existing permitting/approval procedures with outside agencies.
- Generate preliminary probable cost estimates for site engineering and environmental scopes of work as identified by outside consultants.
- Generate schedules for site and environmental permitting.
- Make site visits as required for documenting existing site and environmental conditions and verify information given to the consultant by SBBC staff or other agencies.
- Coordinate and provide information to Property Acquisition and Capital Planning during site selection process.
- Process Notices of Noncompliance and provide requested information and/or written response within time period allowed.

2.01.01 Consultant agrees to provide complete professional services and all necessary personnel, equipment and material to perform development, management and tracking for the District's site engineering and environmental permitting process.

### **3.01 Other Basic Services – Consultant Responsibilities**

3.01.01 Consultant to provide a schedule for the initial development of the process (as outlined in 2.01.01) for approval by District's engineering and environmental professionals. Schedules for the initial work shall not be extended without approval by the Owner.

3.01.02 Consultant to provide graphically work flow charts for the permitting/approval process for each type of permit/approval required and other activities as required to support the process.

3.01.03 The tracking of all permitting, approval, and monitoring activities must be generated within a software program that allows for multiple reporting options at any given time.

3.01.04 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.

3.01.05 Consultant must be familiar with the District's standards, processes, design criteria, and contractual agreements.

3.01.06 Consultant must have extensive knowledge of all local, county, state, and federal regulations, requirements, statutes, and codes having jurisdiction over permitting and regulatory approval process.

3.01.07 Coordinate with District Energy Conservation activities for environmental permitting and resource management.

- 3.01.08 Consultant to solicit in a timely manner interpretations and clarifications from outside agencies having jurisdiction over the permitting approval process.
- 3.01.09 Prepare Board agenda items as necessary.
- 3.01.10 Review contractors "as built" site engineering and environmental drawings and specifications completion.
- 3.01.11 Staff provided by the Consultant to develop and manage processes must include the appropriate Florida Licensed Engineers and environmental professionals to complete work with accuracy and within the required deadlines.

# **The School Board of Broward County, Florida**

## **Professional Services Agreement for Continuing Contract for Landscape Design Management for Small Projects**

### **Attachment 1: Scope of Work**

#### **1.01 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.

#### **3.01 2.01 Basic Services**

- Develop and Design small landscape projects
- Develop environmental and landscape programs for educational purposes
- Execute and manage small environmental / landscape projects
- Set up training programs and environmental / landscape workshops
- Establish school recognition programs
- Partner with schools, community, and governmental agencies to establish environmental awareness programs.

2.01.01 The Project Consultant agrees to: (A) Provide complete services and all necessary personnel, equipment and materials to perform services; (B) Complete 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 Landscape Design Management for Small Projects.

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.

#### **3.01 Basic Services - Consultant Responsibilities**

3.01.01 Design, develop, and implement a "hands on" environmental, landscape, and Best Management Practices (BMP) program that enhances the K-12 students' classroom understanding of environmental principles and strategies. "Hands on" activities should include but not be limited to the following: design and development of butterfly gardens, native plant habitats, wildlife habitats, herb gardens, wetlands

monitoring, energy resource management, biological resource management, and water resource management, etc. programs.

- 3.01.02 Plan and implement environmental, landscape, and BMP training workshops for teachers, custodians, students, and school based management to educate and establish awareness of environmental principles.
- 3.01.03 Design, develop, and present professional environmental, landscape, BMP presentations to SBBC board members and other stake holders as needed.
- 3.01.04 Design, develop, and establish a Landscape/Environmental/ BMP student/school recognition program through a collaborative effort with one or any combination of the following partners: South Florida Management District (SFWD), Broward Environmental Protection Department (BEPD), Florida Department of Environmental Protection (FDEP), United States Environmental Protection Administration (EPA).
- 3.01.05 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).
- 3.01.06 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.
  - (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.
- 3.01.07 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.
- 3.01.08 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)
- 3.01.09 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.
- 3.01.10 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.

- 3.01.11 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.
- 3.01.12 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.
- 3.01.13 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.

**4.01 Warranty Administration**

- 4.01.01 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 Continuing Contract with Structural Engineering**

### **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**

- Design of structures, complete, partial, additions and renovations.
  - Provide design drawings to implement the design
  - Provide recommendations of systems to be used
  - Provide structural specifications for design
  - Submit progress documents for Owner as required
  - Evaluate existing structures
  - Prepare cost estimates for design
  - Prepare cost estimates for construction
  - Consult with the Owner's other consultants.
  - Coordinate design with other disciplines as required.
  - Make site inspections, prepare and submit inspection reports
  - Review shop drawings and submittals
  - Review structural designs and plans submitted by other consultants at various phases of design completion as assigned by the Owner
  - Prepare review comment reports using the Owner's forms, and submit on each review.
  - Attend as requested conferences to discuss the plan reviews with the consultants and the Owner's staff.
  - Provide structural design information and designs to the Owner's staff on in-house design projects, as requested.
  - Provide inspections of distressed facility elements as assigned by the Owner, providing reports, recommendations, analysis, cost estimates and drawings as appropriate.
  - Provide emergency assistance in the event of natural or man made disasters to alleviate dangers and make recommendations for attenuation of the problems.
  - Provide review of proposed school site information and advice to the Owner as to the structural implications of alternate sites
- 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 Structural 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](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, 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 permitted set of documents is the official record set and shall be the bid documents.
  - (B) Signed and Sealed/Statements of Compliance: Only complete documents, properly signed and sealed by the Project Consultant and respective Sub-Consultants, will be accepted for review; in addition, these documents shall contain a statement of compliance by the Engineer of Record that to the best of my knowledge these drawings and the project manual are complete, and comply with the State Requirements for Educational Facilities".
  - (C) When requested by the Owner, signed and sealed engineering calculations for mechanical, electrical, and structural systems shall be submitted separately from drawings and the project manual.
  - (D) Changes to the contract documents may be made by addenda or resubmittal of documents graphically indicating the changes. Addenda shall be signed and sealed by the design professionals and submitted to the Owner in duplicate as they occur during the bidding process. Documents resubmitted shall bear the appropriate signatures and seals.
  - (E) Provide if applicable to a project, a threshold building inspection plan, prepared by the Project Consultant, and the name of a certified threshold

building inspector, as set forth in Section 553.79(5), F.S. shall be submitted to the Owner for review and approval with Phase III 100% permit documents.

- 4.01.04 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.
- 5.01.09 The Project Consultant shall respond to information request (RFI's).

#### **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 Continuing Contract For Value Engineering**

### **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**

- Generate value engineering options, proposals or analyses for major or minor SBBC projects at each phase of project development from conception through post-construction review;
  - Review and analyze life-cycle projections provided by SBBC or by its consulting design professionals;
  - Evaluate project scheduling as the result of adoption of value engineering options for building systems or components;
  - Participate in evaluation of budgets and scopes of work;
  - Review and analyze construction contracts and contract conditions for impacts on costs and scheduling of projects;
  - Review and analyze construction drawings, product documents and specifications for impact on a project, especially initial and life-cycle costs;
  - Review and analyze SBBC design criteria and design and materials standards for impacts on future projects, especially initial and life-cycle costs;
  - Participate in constructability and life-cycle studies;
  - Prepare reports of projected cost increases, both first and life-cycle costs, for use in budget projections;
  - Make recommendations for cost efficient material, equipment and systems selection for SBBC design and material standards;
  - Analyze projected project costs and life-cycle values;
  - Provide data and programming support for tracking purpose;
  - Participate in updating of SBBC cost data information;
  - Generate reports.
- 2.01.01 The Consultant agrees to: (A) Provide complete professional value engineering, or other related professional services and all necessary personnel, equipment and materials to perform services; (B) Complete those services in accordance with the respective ATP's for general services and/or specific projects and related schedules. The Owner schedules shall not be extended by consultant without prior notice and written approval of the Owner. Provide additional basic services as included within respective ATP's issued under the Agreement for Continuing Contract (Value Engineering).

- 2.01.02 The Consultant's services shall conform to the Owner's requirements, including but not limited to, the Owner's Design Criteria, Design and Materials Standards, Educational Specifications, and comply with the latest codes, statutes and requirements having jurisdiction over the project.
- 2.01.03 The Consultant shall keep the Owner informed of any proposed changes in requirements or in construction materials, systems or equipment as drawings and specifications are revised as the result of adoption of value engineering options or proposals. Proposed changes must be reviewed in writing by the Owner prior to incorporation into the design or construction documents.
- 2.01.04 The Consultant shall cooperate with the Owner by participating in, reviewing and commenting on Constructability and Life-Cycle studies performed by the Owner.

### **3.01 Basic Services – Consultant Responsibilities**

- 3.01.01 The 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 Consultant shall, prior to commencing value engineering activities for specific projects, visit and inspect the site to determine if existing conditions conform to those portrayed on information as may have been provided by the Owner:
- 3.01.03 In the event that the Consultant believes that the project scope, life-cycle values or schedule are not within the Owner's standards or criteria, the Consultant shall immediately upon discovery notify the Owner in writing as to the reasons one or all of them are unreasonable or outside of the Owner's standards or criteria.
- 3.01.04 The Value Engineering Consultant shall review with Owner alternative approaches to design and construction of projects; sites and their use and improvement; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and, if requested, shall make recommendations among such alternatives.

### **4.01 Responsibilities During Bidding and Award of Contract**

- 4.01.01 The Value Engineering Consultant shall attend a pre-bid conference as requested by the Owner.
- 4.01.02 The Consultant shall participate in preparation of addenda, if required, for the Owner to issue to all prospective bidders. No addenda shall be issued without the Owner's approval.
- 4.01.03 The Consultant shall be present at the bid opening, as required by the Owner.
- 4.01.04 The Value Engineering Consultant shall participate with the Owner in evaluating the bids for projects and shall if required provide a written recommendation for bid award.
- 4.01.05 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 re-bid the Project within a reasonable time with no change in the Project or, (C) direct the Consultant to revise the Project scope or quality, or both, as approved by the Owner, and re-bid the Project, or (D) suspend or abandon the Project.

4.01.06 The Value Engineering Consultant shall if required, without additional compensation, participate in making recommendations for modification of Construction Contracts, Documents and Specifications as necessary to bring Probable Construction Cost within the Fixed Limit of Construction Cost for projects.

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

5.01.01 The Value Engineering Consultant shall assist the Owner during construction of projects in verifying and determining the impact or value of substitutions of materials, components or systems proposed by project Contractors.

**6.01 Warranty**

6.01.01 The Value Engineering Consultant shall assist the Owner in reviewing or auditing of the costs of construction and the life-cycle value of a project, where such review or audit is ordered by the Owner or other authorities having jurisdiction.

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  
1700 SW 14th Court  
Fort Lauderdale, FL 33312  
Attention: Name of Project Manager
  
3. Ensure that Transmittal/Letter references the following information:
  - A. Date of submittal.
  - B. The Invoice Number for ATP Number (example: Invoice No. 01 for ATP No. 01)
  - C. The School Board of Broward County's Purchase Order No.: (Which will be provided by the 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





**The School Board of Broward County, Florida**  
**Facilities and Construction Management Department**  
 1700 SW 14th Court  
 Fort Lauderdale, FL 33312

(754) 321-1500

**Project Consultant**

**Project No:** \_\_\_\_\_  
**Project Title:** \_\_\_\_\_  
**Consultant:** \_\_\_\_\_  
**Remit to address:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Date:** \_\_\_\_\_  
**Invoice No:** \_\_\_\_\_  
**SBBC PO No.** \_\_\_\_\_  
**ATP No.** \_\_\_\_\_  
**Invoice From:** \_\_\_\_\_  
**Project Manager:** \_\_\_\_\_

<b>Original Basic Fee</b>	\$
<b>Current basic fee</b>	\$

**INVOICE TOTALS:**

Summary	Current Fee	Previously Billed	This Invoice	Balance
Basic Services	\$	\$	\$	\$
Reimbursables	\$	\$	\$	\$
<b>Total:</b>	\$	\$	\$	\$

**BASIC FEE TOTALS**

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

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



**The School Board of Broward County, Florida**  
**Facilities and Construction Management Department**  
 1700 SW 14th Court  
 Fort Lauderdale, FL 33312

(754) 321-1500

**Project Consultant's Reimbursable Invoice**

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

Item No.	Date	Reimbursable Item	Amount
<b>Invoice Total</b>			<b>\$</b>

Receipts for each Item must be attached.

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

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

**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 drawing 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 file for each drawing which will be needed to be able to duplicate the creation of the plot file 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, subcontractors, 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**  
**1700 S.W. 14<sup>th</sup> Court**  
**Fort Lauderdale, Florida 33312**

(754)321-1500

**Consultant's Authorization To Proceed (Term Contracts)**

Project No.:	_____	Date:	_____
Project Title:	_____	SBBC P.O. No.:	_____
Facility Name:	_____	Line No.:	_____
Project Consultant:	_____	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

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**  
**1700 S.W. 14<sup>th</sup> Court**  
**Fort Lauderdale, Florida 33312**

(754)321-1500

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

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Project Schedule

Project No.: \_\_\_\_\_ Project Title: \_\_\_\_\_

Facility Name: \_\_\_\_\_

Project Consultant: \_\_\_\_\_

---

The required project schedule milestones for this project are presented below.

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		
Construction		
Warranty		



**Attachment 4**  
**The School Board of Broward County, Florida**  
**Facilities and Construction Management Department**  
**1700 S.W. 14<sup>th</sup> Court**  
**Fort Lauderdale, Florida 33312**

(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)		%	%	%
<b>Total:</b>				

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

<b>Approved By Consultant</b>				<b>Recommended By SBBC</b>			
Name: _____				Name: _____			
Title: _____				Title: _____			
Signature: _____	_____	Date: _____	_____	Signature: _____	_____	Date: _____	_____
<b>Certified By SBBC</b>				<b>Approval By SBBC</b>			
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 that agreement. The terms and conditions of that Agreement Govern this Document.

**The School Board of Broward County, Florida**

**Agreement for Open End Services**

**Attachment 5**

**List of Project Team Members**

**Project Name:** \_\_\_\_\_

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



**Attachment 6**  
**The School Board of Broward County, Florida**  
**Facilities and Construction Management Division**  
 1700 SW 14th Court  
 Fort Lauderdale, FL 33312 (754) 321-1500

**Document 00455**

**Background Screening of Contractual Personnel**

Project No:  
 Project Title:  
 Facility Name:

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

Project Consultant agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Project Consultant 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 in Project Consultant's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Project Consultant 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 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 2.14 of this Agreement and the laws of Florida.

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

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_



**Attachment 6**  
**The School Board of Broward County, Florida**  
**Facilities and Construction Management Division**  
 1700 SW 14th Court  
 Fort Lauderdale, FL 33312 (754) 321-1500

**Document 00455**

**Background Screening of Contractual Personnel**

**Before me, the undersigned authority, personally appeared**

\_\_\_\_\_

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

1. Project Consultant Name: \_\_\_\_\_  
 Address: \_\_\_\_\_
  
2. My relationship to the Project Consultant named in (1) above is: \_\_\_\_\_  
(List relationship such as sole proprietor, partner, president, vice president, etc.)
  
3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) \_\_\_\_\_

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

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

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME (Printed)** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**Notarization**

State of: \_\_\_\_\_ )  
 County of: \_\_\_\_\_ )

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

\_\_\_\_\_



**Attachment 6**  
**The School Board of Broward County, Florida**  
**Facilities and Construction Management Division**  
1700 SW 14th Court  
Fort Lauderdale, FL 33312 (754) 321-1500

**Document 00455**

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**Background Screening of Contractual Personnel**

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

Notary Public: \_\_\_\_\_

**Affix Seal**

Commission Expires on: \_\_\_\_\_

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
SECURITY CLEARANCE OFFICE**

Date: \_\_\_\_\_

Please make an I.D. badge for: \_\_\_\_\_  
Name on Social Security Card

If fingerprinted under any other name, please give name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Job Title: \_\_\_\_\_

Requesting Company's Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Bid #: \_\_\_\_\_ Bid Expiration Date: \_\_\_\_\_

Bid Title: \_\_\_\_\_

\*Badge Expiration Date: \_\_\_\_\_

\*\*\*\*\*  
SBBC now uses a Shared Fingerprint Database for security checks. *If you have had a background check performed in another District within Florida and your fingerprints are currently on file in that database, you will not need to be refingerprinted and will only have to pay \$5.00 for a badge.*  
\*\*\*\*\*

For School Board use only.

\_\_\_\_\_  
Denis Herrmann  
Authorizing Department Head

\_\_\_\_\_  
754 - 321 - 1675  
Phone Number

\_\_\_\_\_  
Signature of Director (or higher)/Principal

\_\_\_\_\_  
Facilities & Construction Management Division  
Department/School

*"Signature represents that the firm listed above has a current contract with the District and/ or has been issued a School Board purchase order to perform services, or has been approved to conduct business on School Board Property."*

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. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of Equal Educational Opportunities at 754-321-2150 or Teletype Machine TTY 754-321-2158.

Form **W-9**  
 (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)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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
: : : : : : : : : : : : : : :

### Part II Certification

Under penalties of perjury, I certify that:

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

**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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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:

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

**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 U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

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 prior to contract processing:

(Firm's Letterhead)

PROJECT NAME:

AMOUNT OF CONTRACT:

**CERTIFICATE OF TRUTH IN NEGOTIATION**

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

PROJECT NAME (S)

Are accurate, complete and current as of

(Day), (Month) (Year)

FIRM: (Name exactly as listed on contract)

PRESIDENT:

By: \_\_\_\_\_

Reference: Florida Statutes 287.055