

## EXHIBIT G

### TOTAL PROGRAM MANAGER'S (TPM) DOCUMENT REVIEW PROCEDURES

1. TPM shall conduct phase reviews of documents as noted on TPM's contract.
2. All submittals for TPM review shall be forwarded from Consultant to TPM, with copy to the Project Manager.
3. TPM shall use the "Document Review Form" attached herein as exhibit H.
  - a. The Document Review form is a digital format, which shall be e-mailed between TPM and Consultant (copies to PM) to expedite the review and recording process.
  - b. TPM shall fill out project information at top of page 1 and at bottom of footer. Footer shall appear on every page.
  - c. TPM shall also fill out the information required in each vertical column; sheet number, item number, phase, item designation, comments and completion date.

1. Sheet Number:  
Provide applicable drawing sheet number or specification page(s) reference, where applicable, to comment.
2. Item Number:  
Review comments shall have individual numbers which shall not be re-used so that each comment can be tracked to its final conclusion.
3. Phase:  
Insert applicable phase for which review is applicable (Schematics / Phase I, Design Development / Phase II, Construction Documents / Phase III-50%, Construction Documents / Phase III-100%, etc.).
4. Item Designation:  
Provide a designation for each comment as applicable (see also legend on form):  
  
CN: Constructability  
DS: Design Standard  
CO: Applicable Code and Ordinances  
VE: Value Engineering  
EO: Errors and Omissions  
UN: Unforeseen  
OT: Other
5. Comments:  
Describe the deficiency. Include detailed cross-references to applicable document section, paragraph, item number, page, etc., of code or ordinance, drawings, specifications, etc.
6. Completion Date:  
Insert the date of completion of each item.

- d. Only pending comments (see form) shall be shown as remaining in subsequent reviews. Items that have been completed shall not continue to appear on the document review form. Pending items shall keep their original number. New items shall receive new numbers. Numbers of completed previous items shall not be re-used so that each item of review can be tracked to its proper conclusion.
  - e. Comments or recommendations by TPM, which impact construction cost, shall be identified with the corresponding cost savings (or additions).
- 4. After TPM completes each review, TPM shall submit document review form, in electronic format, directly to the Consultant (with copy to SBBC) via e-mail.
  - 5. Consultant shall respond, in the same electronic format, directly to TPM with copy to SBBC, at the next phase submittal together with updated documents (Phase I through Phase III-100%). Consultants response shall indicate specific manner taken to resolve all items with appropriate cross references, when applicable.

*N:\Projects\BCPS\Frontend Documents\TPM at risk Documents\TPM Document Review Procedures.doc*



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

Phase Submittal: **xxx**

Facility Name: **xxx**

Project Name: **xxx**

Project Number: **xxx**

Discipline Review: **xxx**

TPM Reviewed By: **xxx**

Date Issued: **xxx**

DS#: **xxx**

## TPM DOCUMENT REVIEW

## (EXHIBIT H)

### FACILITIES PLAN REVIEW

Review Status: xxxxxxxxxxxxxx

Sheet No.	Item No.	Phase	M/R/C	Open Comments from Previous Review xxxx	Compl.	Date
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		

Legend: "M" -Mandatories, "R" –Recommendation, "C" - Comment

Constructability (CN); Design Standards (DS); Applicable Code and Ordinances (CO); Value Engineering (VE); Errors and Omissions EO); Unforeseen (UN); Other (OT)

Page 1 of 2

Phase Submittal: **xxx**  
Facility Name: **xxx**  
Project Name: **xxx**  
TPM REVIEW BY: **xxx**

Project No.: **xxx**  
Discipline Review: **xxx**  
DS#: **xxx**

Form Rev 10-20-03

Sheet No.	Item No.	Phase	M/R/C	New Pending Comments - Phase xxxxxxxxx	Compl.	Date
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		
xxx	xxx	xxx	xxx	Comment: xxx	xxx	xxx
				Response:		

Legend: “M” -Mandatories, “R” –Recommendation, “C” - Comment

Constructability (CN); Design Standards (DS); Applicable Code and Ordinances (CO); Value Engineering (VE); Errors and Omissions EO); Unforeseen (UN); Other (OT)

Page 2 of 2

Phase Submittal:     **xxx**  
Facility Name:       **xxx**  
Project Name:       **xxx**  
TPM REVIEW BY:     **xxx**

Project               **xxx**  
No.:  
Discipline       **xxx**  
Review:  
DS#:               **xxx**

Form Rev 10-20-03

General Conditions of the TPM Contract 10-16-07



The School Board of Broward County  
Division of Facilities and Construction Management  
1700 SW 14<sup>th</sup> Court  
Fort Lauderdale, Florida 33312

(EXHIBIT I)

(754) 321-1500

## WARRANTY DEFECT RESPONSE REQUEST

Construction Supervisor:

Phone No.

Contractor:

Phone No.

Consultant:

Phone No.

Facility:

Principal:

Project:

Project No.:

Manager:

Phone No.

THE FOLLOWING DEFECTS HAVE BEEN REPORTED TO THIS OFFICE.

PLEASE REVIEW EACH ITEM AND INDICATE YOUR FINDINGS IN THE LEFT COLUMN.

(W)ARRANTY (M)AINTENANCE (U)NKNOWN (C)OMplete (N)NIC (P)U NCH (D)ESIGN (V)ANDALISM

No.      Status      Area      Item

For each item noted above, describe the following

No.      Work Performed By

Action Taken for Defect Resolution

Submitted By (TPM) \_\_\_\_\_

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

Sign: \_\_\_\_\_

NAME & TITLE (SBBC)

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

10-16-07

## EXHIBIT J

### FORM OF ADDENDUM TO AGREEMENT BETWEEN OWNER AND TOTAL PROGRAM MANAGER

This Addendum to the Agreement between OWNER and TOTAL PROGRAM MANAGER dated the (Date) of (Month) (Year) (AMENDMENT DATE) by and between The School Board of Broward County, Florida (hereinafter referred to as OWNER) and

(Contractor)  
(Address)  
(City, State, Zip Code)  
(Phone)  
(Fax)

(hereinafter referred to as TOTAL PROGRAM MANAGER) for the project known as

Facility: \_\_\_\_\_  
Project: \_\_\_\_\_  
Project No.: \_\_\_\_\_  
GMP: \_\_\_\_\_  
FLCC: \_\_\_\_\_

WHEREAS, the Owner and TOTAL PROGRAM MANAGER acknowledge and agree that the Agreement between Owner and TOTAL PROGRAM MANAGER dated the (Date) day of (Month) in the (Year) (AGREEMENT DATE) is in full force and effect and that this Addendum merely supplements said Agreement;

WHEREAS, the parties hereto entered into an Agreement between Owner and TOTAL PROGRAM MANAGER dated the (Date) day of (Month) in the (Year) (AGREEMENT DATE) whereby the TOTAL PROGRAM MANAGER has rendered or will render pre-design and design services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price, TOTAL PROGRAM MANAGERS fees for construction and warranty services and other issues as set forth herein;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the TOTAL PROGRAM MANAGER, the parties agree as follows:

## EXHIBIT J

### **ARTICLE I**

#### **1.1 GUARANTEED MAXIMUM PRICE**

Pursuant to Article 2.11 of the Agreement between Owner and TOTAL PROGRAM MANAGER dated the (Date) day of (Month) in the (Year) (AGREEMENT DATE) the parties have agreed to the establishment of a Guaranteed Maximum Price of \$\_\_\_\_\_ for the construction costs of the project. The GMP is based on:

- Plans, specifications set forth in GMP Manual
- Schedule set forth in GMP Manual
- Schedule of Values set forth in GMP Manual
- Qualifications set forth in GMP Manual

#### **1.2 SCHEDULE OF TIME FOR COMPLETION**

Pursuant to Article 2.10, TOTAL PROGRAM MANAGER shall substantially complete the project on or before (Date).

#### **1.3 AUTHORITY PROVISION**

Each person signing this Agreement on behalf of either party warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.

## EXHIBIT J

In witness thereof, the said \_\_\_\_\_ (TOTAL PROGRAM MANAGER), and the Owner, The School Board of Broward County, Florida have caused this Addendum to be executed and their corporate seal affixed by and through their proper offices, thereunto duly authorized, on this day and year first above written.

OWNER

TOTAL PROGRAM MANAGER

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

\_\_\_\_\_  
(please print or type name)

(SEAL)

(SEAL)

By: \_\_\_\_\_  
Chair  
Robin Bartleman

By: \_\_\_\_\_  
President of Corporation  
(Printed Name)

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

By: \_\_\_\_\_  
Witness or Attest Secretary  
(Printed Name)

Approved as to Form and Legal Content:

Reviewed by:

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

\_\_\_\_\_  
Compliance and Contracts



EXHIBIT J

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE me this day appeared \_\_\_\_\_ (TOTAL PROGRAM  
MANAGER) personally known to me to be the person described in and who executed the  
foregoing Addendum and acknowledge that the executed the same as his free act and deed for  
the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_  
day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Notary Public State of Florida

My Commission Expires:

**ACKNOWLEDGMENT**

The Surety acknowledges that it has read the foregoing Addendum and has familiarized  
itself with the obligations of the TOTAL PROGRAM MANAGER and the Surety as stated  
therein, which obligations are agreed to by Surety and are incorporated, by reference in the  
Addendum, and the Payment and Performance Bonds.

Surety: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

## **EXHIBIT K**

DOCUMENT 00435	SCHEDULE OF VALUES
DOCUMENT 00550	NOTICE TO PROCEED
DOCUMENT 00600	PERFORMANCE BOND FORM
DOCUMENT 00610	PAYMENT BOND FORM
DOCUMENT 01250h	CONTINGENCY USE DIRECTIVE
DOCUMENT 01290a	APPLICATION FOR PAYMENT
DOCUMENT 00455	BACKGROUND SCREENING
SECTION 01295	DIRECT OWNER PURCHASING PROGRAM
01295a	ORDER FORM
01295b	VENDOR REQUEST FORM
01295c	INVOICE SUMMARY
	RIDER TO PERFORMANCE BOND
	RIDER TO PAYMENT BOND
	PROJECT SCHEDULE
	PROJECT SCOPE
	DOCUMENT 00620 – SUBCONTRACTOR PERFORMANCE BOND
	DOCUMENT 00625 – SUBCONTRACTOR PAYMENT BOND
	IRS FORM W-9
	TRUTH IN NEGOTIATIONS CERTIFICATION



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

(754) 321-1500

**Document 00435: Schedule of Values**

Project No: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Facility Name: \_\_\_\_\_  
Contractor: \_\_\_\_\_

Date Submitted: \_\_\_\_\_  
Original Post Bid Submittal: ☐ Yes ☐ No

Accompanying Requisition for Payment No.: \_\_\_\_\_

A	B	C	D	E	F	G	H	I	J	K
Item No.	Project Manual Section No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored to Date (Not in E or F)	Total Completed & Stored to Date (E+F+G)	%	Balance to Finish (D-H)	Retainage
				From Previous Application	This Period					
		TPM Fees								
		Pre-Design								
		Design								
		Construction								
		Warranty								
		Overhead								
		Profit								
		General Conditions								
1.		Contingency								
2.		Earthwork								
3.		Paving								
4.		Site Utilities								
5.		Irrigation								
6.		Track/Court Surfacing								
7.		Landscaping								
8.		Fencing								
9.		Concrete/Rebar Labor								
10.		Concrete Reinforcement (Mat.)								
11.		Cast-In-Place Concrete (Mat.)								
12.		Precast Joists (Mat.)								



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13.		Unit Masonry								
14.		Struct. Steel								
15.		Steel Deck								
16.		Integral Roof Deck Sys.								
17.		Metal Fabrications								
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										

A	B	C	D	E	F	G	H	I	J	K
Item No.	Project Manual Section No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored to Date (Not in E or F)	Total Completed & Stored to Date (E+F+G)	%	Balance to Finish (D-H)	Retainage
				From Previous Application (E+F)	This Period					
	02050	Basic Site Materials and Methods								
	02100	Site Remediation								
	02200	Site Preparation								
	02300	Earthwork								
	02400	Tunneling, Boring and Jacking								
	02450	Foundation & Load-Bearing Elements								
	02500	Utility Services								
	02600	Drainage and Containment								
	02700	Bases, Ballasts, Pavements and Appurtenances								



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	02800	Site Improvements and Amenities							
	02900	Planting							
	02950	Site Restoration and Rehabilitation							
	03050	Basic Concrete Materials and Methods							
	03100	Concrete Forms and Accessories							
	03200	Concrete Reinforcement							
	03300	Cast-In-Place Concrete							
	03400	Precast Concrete							
	03500	Cementitious Decks and Underlayment							
	03600	Grouts							
	03700	Mass Concrete							
	03900	Concrete Restoration and Cleaning							
	04050	Basic Masonry Materials and Methods							
	04200	Masonry Units							
	04800	Masonry Assemblies							
	04900	Masonry Restoration and Cleaning							
	05050	Basic Metal Materials and Methods							
	05100	Structural Metal Framing							
	05200	Metal Joists							
	05300	Metal Deck							
	05500	Metal Fabrications							
	05800	Expansion Control							
	05900	Metal Restoration and Cleaning							
	06050	Basic Wood and Plastic Materials and Methods							
	06100	Rough Carpentry							
	06200	Finish Carpentry							
	06400	Architectural Woodwork							
	07050	Basic Thermal and Moisture Protection Materials and Methods							



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	07100	Dampproofing and Waterproofing							
	07200	Thermal Protection							
	07300	Shingles, Roof Tiles, and Roof Coverings							
	07500	Membrane Roofing							
	07600	Flashing and Sheet Metal							
	07700	Roof Specialties and Accessories							
	07800	Fire and Smoke Protection							
	07900	Joint Sealers							
	08050	Basic Door and Window Material and Methods							
	08100	Metal Doors and Frames							
	08200	Wood and Plastic Doors							
	08300	Specialty Doors							
	08400	Entrances and Storefronts							
	08500	Windows							
	08600	Skylights							
	08700	Hardware							
	08800	Glazing							
	08900	Glazed Curtain Wall							
	09050	Basic Finish Materials and Methods							
	09100	Metal Support Assemblies							
	09200	Plaster and Gypsum Board							
	09300	Tile							
	09400	Terrazzo							
	09500	Ceilings							
	09600	Flooring							
	09700	Wall Finishes							
	09800	Acoustical Treatment							
	09900	Paints and Coatings							
	10100	Visual Display Boards							
	10150	Compartments and Cubicles							
	10200	Louvers and Vents							



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**Document 00435: Schedule of Values**

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	10250	Service Walls							
	10350	Flagpoles							
	10400	Identifying Devices							
	10500	Lockers							
	10520	Fire Protection Specialties							
	10530	Protective Covers							
	10550	Postal Specialties							
	10600	Partitions							
	10670	Storage Shelving							
	10700	Exterior Protection							
	10750	Telephone Specialties							
	10800	Toilet, Bath and Laundry Accessories							
	10880	Scales							
	10900	Wardrobe and Closet Specialties							
	11010	Maintenance Equipment							
	11020	Security and Vault Equipment							
	11050	Library Equipment							
	11060	Theater and Stage Equipment							
	11070	Instrumental Equipment							
	11120	Vending Equipment							
	11130	Audio-Visual Equipment							
	11140	Vehicle Service Equipment							
	11150	Parking Control Equipment							
	11160	Loading Dock Equipment							
	11400	Food Service Equipment							
	11450	Residential Equipment							
	11460	Unit Kitchens							
	11470	Darkroom Equipment							
	11480	Athletic, Recreational and Therapeutic Equipment							
	11500	Industrial and Process Equipment							
	11600	Laboratory Equipment							
	11680	Office Equipment							



**The School Board of Broward County, Florida**  
**Facilities and Construction Management Division**  
1700 SW 14th Court  
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**Document 00435: Schedule of Values**

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	11700	Medical Equipment							
	11870	Agricultural Equipment							
	11900	Exhibit Equipment							
	12300	Manufactured Casework							
	12350	Specialty Casework							
	12400	Furniture and Accessories							
	12490	Window Treatments							
	12500	Furniture							
	12510	Office Furniture							
	12520	Seating							
	12600	Multiple Seating							
	12610	Fixed Audience Seating							
	12620	Portable Audience Seating							
	12630	Stadium and Arena Seating							
	12660	Telescoping Stands							
	12672	Benches							
	12680	Seat and Table Assemblies							
	12700	Systems Furniture							
	12800	Interior Plants and Planters							
	13100	Lightning Protection							
	13120	Pre-engineered Structures							
	13150	Swimming Pools							
	13600	Solar and Wind Energy Equipment							
	13700	Security Access and Surveillance							
	13800	Building Automation and Control							
	13850	Detection and Alarm							
	13900	Fire Suppression							
	14100	Dumbwaiters							
	14200	Elevators							
	14400	Lifts							
	15050	Basic Mechanical Materials and Methods							
	15100	Building Services Piping							





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**Document 00435: Schedule of Values**

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15200	Process Piping								
15300	Fire Protection Piping								
15400	Plumbing Fixtures and Equipment								
15500	Heat-Generation Equipment								
15600	Refrigeration Equipment								
15700	Heating, Ventilating and Air Conditioning								
15800	Air Distribution								
15900	HVAC Instrumentation and Control								
15950	Testing, Adjusting and Balancing								
16050	Basic Electrical Materials and Methods								
16100	Wiring Methods								
16200	Electrical Power								
16300	Transmission and Distribution								
16400	Low-Voltage Distribution								
16500	Lighting								
16700	Communications								
16800	Sound and Video								

**Contractor's Certification**

According to the best of my knowledge and belief, I certify that all items and amounts shown on this certificate are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, materials, and equipment employed in the performance of the Work have been paid in full in accordance with the Contract's terms and conditions.



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

(754) 321-1500

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## **Document 00435: Schedule of Values**

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**Submitted By:**

Company Name &

Address:

Phone:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



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

(754) 321-1500

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**Document 00550: Notice to Proceed**

---

**Date:**

**To:**

**Building Permit No.:**

Company Name  
& Address:

**Certified Mail RRR No.:**

---

This document constitutes your Notice To Proceed with the following Contract:

Project No:  
Project Title:  
Facility Name:

You are authorized to commence the following phase(s) of your Contract:

- ☐ Design
- ☐ Bidding and Award
- ☐ Construction

You are hereby notified that the Contract Times as stated for this Contract will commence on the following date:

\_\_\_\_\_

You are instructed to start performing the obligations of the Contract on that date, with:

- ☐ A required performance period of \_\_\_\_ consecutive calendar days.
- ☐ A required Substantial Completion Date of \_\_\_\_.
- ☐ As otherwise delineated in the Agreement Form to which you were a signatory.

A Pre-Construction Conference is scheduled for:

Time:  
Date:  
Place: **Facilities & Construction Management Division**  
**1700 SW 14th Court**  
**Fort Lauderdale, FL 33312**

Please review the applicable sections of the Project Manual for further information regarding attendance and the agenda for the Pre-Construction Conference.

Additional Instructions relative to this Notice to Proceed follow below:

**Item    Instruction**

- 1.
- 2.



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

(754) 321-1500

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**Document 00550: Notice to Proceed**

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Your surety is being advised of this Notice to Proceed by copy of this document and its attachments.

If you have any questions concerning this Notice to Proceed, please contact (Name of PM and telephone number).

Sincerely,

Michael C. Garretson, Deputy Superintendent  
Facilities and Construction Management Division

MCG/DH:\_\_\_

**Attachments:**

- ☐ Form of Addendum to the Agreement <or> Agreement Form
- ☐ Document 00600 Performance Bond
- ☐ Document 00610 Payment Bond
- ☐ Document 00455 Background Screening
- ☐ Building Permit

**Copies:**

- ☐ , Principal
- ☐ Michael C. Garretson, Deputy Superintendent (With Copy of Payment Bond)
- ☐ Thomas J. Coates, Executive Director, Facility Management, Planning and Site Acquisition
- ☐ Derrick Ragland, Executive Director, Project Management
- ☐ Ronald Morgan, Acting Chief Building Official
- ☐ Claudia Munroe, Executive Director, Design Services
- ☐ Denis Herrmann, Director, Design and Construction Contracts
- ☐ Jack Cooper, Senior Project Manager
- ☐ , Project Manager (With Copy of Attachments)
- ☐ Pam Norwood, Capital Payments Review Supervisor
- ☐ , Project Consultant (With Copy of Attachments)
- ☐ Thomas Getz, Director, Capital Planning
- ☐ , Surety Agent (With Original Attachments)
- ☐ Robert Waremburg, Director, Supply Management & Logistics (With Copy of IRS Form W-9 Only)
- ☐ Project File (With Original Attachments)
- ☐ Contract Set (With Original Attachments)
- ☐ Files



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

(754) 321-1500

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**Document 00600: Performance Bond Form**

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Project No:

Project Title:

Facility Name  
and Address:

Description of Project:

---

---

**KNOW ALL PERSONS BY THESE PRESENTS**, that

Address  
Phone

as Principal, and

Address  
Phone

a corporation duly authorized to transact business in the State of Florida, as Surety, are held and firmly bound unto the School Board of Broward County, Florida, a body Corporate and politic under the laws of Florida, in the sum of:

	Dollars	\$	
(Written Amount)			(Figures)

good and lawful money of the United States, well and truly to be paid, and for the payment whereof, we the undersigned, Principal and Surety, jointly and severally, hereby firmly bind ourselves, our heirs, assigns, successors, and legal representatives.

**WHEREAS**, the above bounded Principal did on

\_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_

enter into a Contract with the said The School Board of Broward County, Florida, a body corporate and politic as aforesaid, in and by which the said above bounded Principal did undertake and agree to furnish all labor, implements, machinery, equipment, tools and materials necessary therefore and to install, build, erect, construct the project named above in accordance with the certain plans and specifications prepared by:

\_\_\_\_\_

to which plans and specifications and said contract reference is here made and all thereof made a part hereof as if fully set forth herein.



**WHEREAS**, it was one of the conditions of the award of said contract with The School Board of Broward County, Florida that these presents should be executed.

**NOW, THEREFORE**, the conditions of this obligation are such that if the above bounded Principal shall in all aspects fully comply with, carry out and perform the terms and conditions of said contract and his obligations thereunder, including the Specifications, Proposal, Plans and Contract Documents therein referred to and made a part hereof, and therein provided for and shall indemnify and save harmless School Board of Broward County, Florida against and from all costs, expenses, damages, injury, or that are imposed by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement on the part of said Principal or his agents, employees or subcontractors, in the execution or performance of said contract and shall promptly pay all just claims for damages or injury to property and for all work done or skill, tools, and machinery, supplies, labor, and materials furnished and debts incurred by said Principal in or about the construction or improvements or additions contracted for, then this obligation to be void, otherwise, to remain in full force and effect.

In the event that the Principal shall fail to comply fully with, carry out and perform the terms and conditions of said specifications, proposal, plans, guarantees and contract documents therein referred to and made a part hereof, and the Surety shall have failed to correct such default(s) within a reasonable time after written demand by the Owner, the Owner shall be entitled to enforce any remedy against the Surety, available to the Owner. Such remedies shall include but not be limited to, the recovery of consequential damages for the cost of the completion of the construction contract and correction of defective work before or after completion of the construction contract; such liquidated damages as the contract may provide; additional legal, design professional and delay costs resulting from the Principal's default and/or resulting from the actions or inactions or failure to act of the Surety; actual damages caused by delayed performance or non-performance of the Principal and all costs incident to ascertaining the nature and extent of the Principal's default, including engineering, accounting and legal fees

And the said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extensions of the time, alteration or addition to the terms of the contract or to the work or to the specifications.

Principal shall give written notice to Owner of any alleged default by the Owner under the Construction Contract. Owner shall have not less than ninety (90) days after receipt of such notice to cure such default before the surety is allowed to assert the default as a defense against Owner. The only types of default that may be asserted against Owner shall be monetary defaults. Changes in the Construction Contract shall not release the surety. The surety waives any defense of timeliness of completion if time extensions are granted by the Owner to the Principal.

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors or assigns. Any suit under this Bond must be instituted within five (5) years from the date the cause of action accrued or as provided by Florida Law, whichever is greater.

**IN TESTIMONY WHEREOF**, the Principal and Surety have caused these presents to be duly signed in quintuplicate, at Fort Lauderdale, Broward County, Florida, this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

**Principal:**

**By:** (Signature) \_\_\_\_\_ **SEAL**

**Surety:**

**By:** (Signature) \_\_\_\_\_ **SEAL**

**Address:** \_\_\_\_\_

**NOTE: PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA**





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

(754) 321-1500

---

**Document 00610: Payment Bond Form**

---

Project No:

Project Title:

Facility Name  
and Address:

---

Description of Project:

---

---

**BY THIS BOND**, pursuant to Section 255.05, Florida Statutes,

We, \_\_\_\_\_, as Principal, located at <address> <phone>  
and \_\_\_\_\_, a corporation, as Surety, located at  
<address> <phone> are bound to The School Board of Broward County, Florida, herein called "Owner", in the  
sum of :

Dollars      \$

(Written Amount)

(Figures)

for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly  
and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying  
Principal with labor, materials, services and/or supplies, used directly or indirectly by Principal in the  
prosecution of the work provided in the contract dated,

\_\_\_\_\_ ,

between Principal and Owner for construction of the Project named above, the contract being made a part  
of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings,  
that Owner sustains because of default by Principal under the contract referred to in paragraph 1 of this  
bond;

then this bond is void; otherwise, it remains in full force and effect.



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

(754) 321-1500

---

**Document 00610: Payment Bond Form**

---

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Claimants to this bond must adhere to the notice and time limitation provisions of Section 255.05(2), Florida Statutes.

---

**Dated on:**

**Principal:**

**By**(Signature)

SEAL

**Surety:**

**By:** (Signature)

As Attorney in Fact

SEAL

**NOTE; THIS BOND SHALL BE POSTED BY THE PRINCIPAL AT THE PROJECT WORK SITE AT ALL TIMES. PRINCIPAL SHALL RECORD THIS BOND IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA**



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

(754) 321-1500

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## Document 01250h: Contingency Use Directive

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To:

(Total Program Manager)

Directive No.: \_\_\_\_\_ Date: \_\_\_\_\_

Project No:

Project Title:

Facility Name:

(One Directive per form)

---

### Description of Directed Change:

You are hereby directed to make the following change(s) requiring the use of contingency funds as authorized in the Agreement with the Total Program Manager (TPM):

### Proposed Adjustments

1. The Proposed adjustment to the Guaranteed Maximum Price Contingency is:

☐ Lump Sum ☐ Increase ☐ Decrease of \$ \_\_\_\_\_.  
☐ Unit Price of \$ \_\_\_\_\_ per \_\_\_\_\_.

2. The Contract Time is proposed to ☐ be adjusted ☐ remain unchanged. The proposed adjustment, if any, is an

☐ increase of \_\_\_\_\_ days.  
☐ decrease of \_\_\_\_\_ days.

When signed by the Project Consultant and the Owner and received by the Total Program Manager, this document becomes effective immediately as a Contingency use Directive (CUD) and the TPM shall proceed with the change(s) described above. CUD's above \$50,000 require Board Approval prior to disbursement to the TPM.		Signature by the TPM indicates Agreement by the TPM with the Proposed Adjustments to the GMP Contingency.
<b>Project Consultant</b>	<b>Owner – Project Manager</b>	<b>Sr. Project Manager</b>
By: _____ Date: _____	By: _____ Date: _____	By: _____ Date: _____
<b>Total Program Manager</b>	<b>Executive Director, Project Management</b>	<b>Deputy Superintendent</b>
By: _____ Date: _____	By: _____ Derrick J. Ragland Date: _____	By: _____ Michael C. Garretson Date: _____

☐ Construction Manager: Return Signed ☐ Project Consultant ☐ Owner ☐ Other  
Copy to:



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

(754) 321-1500

**Document 01290a: Application for Payment**

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

(Owner via Project Consultant)

Project No:

Project Title:

Facility Name:

Application No.: \_\_\_\_\_

Period To: \_\_\_\_\_

SBBC

Purchase

Order No.: \_\_\_\_\_

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

**Change Order Summary**

Change Orders approved by the School Board in previous months. Total:		<b>Additions</b>	<b>Deductions</b>
Approved this Month:			
Number	Date Approved		
<b>Totals</b>			
		<b>Net change by Change Orders:</b>	

The undersigned TPM certifies that to the best of the TPM's knowledge, information and belief the Work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the TPM for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

**TPM:**

By: (Signature) \_\_\_\_\_

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

**Notarization**

State of Florida

County \_\_\_\_\_

Sworn Before me on this \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

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

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

Application is made for Payment, as shown below, in connection with the Contract. The TPMs updated Document 00435, Schedule of Values, is attached as a continuation/detail sheet.

1. **ORIGINAL CONTRACT SUM**

\$ \_\_\_\_\_

2. **NET CHANGE BY CHANGE ORDERS**

\$ \_\_\_\_\_

3. **CONTRACT SUM TO DATE**

(Line 1 plus or minus line 2)

\$ \_\_\_\_\_

4. **TOTAL COMPLETED AND STORED TO DATE**

(Column H of Document 00435)

\$ \_\_\_\_\_

5. **RETAINAGE**

a. \_\_\_\_ % of Completed Work \$ \_\_\_\_  
(Column E + F of Document 00435)

b. \_\_\_\_ % of Completed Work \$ \_\_\_\_  
(Column E + F of Document 00435)

Total Retainage (Line 5a + 5b or total in Column K on Document 00435)

\$ \_\_\_\_\_

6. **TOTAL EARNED LESS RETAINAGE**

(Line 4 less Line 5 Total)

\$ \_\_\_\_\_

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**

(Line 6 from previous certificate)

\$ \_\_\_\_\_

8. **CURRENT PAYMENT DUE**

\$ \_\_\_\_\_

9. **BALANCE TO FINISH, PLUS RETAINAGE**

(Line 3 less Line 6)

\$ \_\_\_\_\_

**See Reverse for Project Consultant's Certification**

---

## Document 01290a: Application for Payment

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### Project Consultant's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Project Consultant certifies to the Owner that to the best of his knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the TPM is entitled to payment in the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** \_\_\_\_\_ \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for.)

**Project Consultant:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Signature)

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the TPM named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or TPM under this Contract.

### OWNER'S APPROVAL

**AMOUNT APPROVED** \_\_\_\_\_ \$ \_\_\_\_\_  
(Attach explanation if amount approved differs from the amount certified above.)

**Approved for Payment by:**

**Project Manager I, II, or III:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Signature)

**Senior Project Manager:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Signature)

**Executive Director, Project Management:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Signature)

This Approval is not negotiable. The AMOUNT APPROVED is payable only to the TPM named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or TPM under this Contract.



**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**

Total Program Manager agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Total Program Manager 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 Total Program Manager or its personnel providing any services under the conditions described in the previous sentence. Total Program Manager 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 Total Program Manager and its personnel. The Parties agree that the failure of Total Program Manager 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. Total Program Manager 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 Total Program Manager's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Total Program Manager 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 Total Program Manager'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 Total Program Manager 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** \_\_\_\_\_



**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. Total Program Manager Name: \_\_\_\_\_  
Address: \_\_\_\_\_
2. My relationship to the Total Program Manager 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 TOTAL PROGRAM MANAGEMENT AGREEMENT.**

- ☐ The above-named Total Program Manager 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**

\_\_\_\_\_



**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**

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

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

**Affix Seal**

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



## **SECTION 01295 DIRECT OWNER PURCHASING PROGRAM**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Procedures for administration of the Direct Owner Purchasing Program.
- B. The Owner shall include this project in its Direct Owner Purchasing Program (DOPP) and the Contractor agrees to administer according to the following terms. The Contractor shall include the following terms in all of its contracts wherein the cost of materials and equipment exceeds Two Hundred Thousand Dollars (\$200,000).

- 1. The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner Purchased Materials shall be governed by the terms and conditions of these procedures.

- 2. Material suppliers shall be selected by the Subcontractor awarded the Subcontract.

The Subcontractor has included the price for all construction materials plus applicable taxes in his bid. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis. The Subcontract amount shall be reduced by the net non-discounted amount of these Purchase Orders, plus all sales tax.

- 3. Subcontractor shall provide Contractor with a list of all intended suppliers, vendors, and materialmen for consideration as Owner-Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project/CPM schedule. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and unit prices.
  - 4. Upon request from Contractor, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and the Contractor, to specifically identify the materials which Owner has,

at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:

- A. The name, address, telephone number and contact person for the material supplier
- B. Manufacturer or brand, model or specification number of the item
- C. Quantity needed as estimated by Subcontractor
- D. The price quoted by the supplier for the materials identified therein
- E. Any sales tax associated with such quote
- F. Delivery dates as established by Subcontractor

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendor; i.e. payment terms, warranties, retainage, etc. Such Purchase Order Requisition Form is to be submitted to Contractor no less than 15 days prior to the date required for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site so as to avoid any delay to the Project.

- 5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. Owner's Purchasing Director shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery date(s) provided by the Subcontractor in the Purchase order Requisition Form and shall indicate F.O.B. job site. The Owner's Purchase Orders shall contain, or be accompanied by, the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown.
- 6. In conjunction with the execution of the Purchase Orders by the supplier, the Subcontractor shall execute and deliver to Contractor one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials plus all sales tax savings associated with such materials in Subcontractor's bid to Contractor.
- 7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Contract Documents.

8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these procedures, including but not limited to, verifying correct quantities, verifying documentation or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The Subcontractor agrees to indemnify and hold harmless the Owner from any and all claims of whatever nature resulting from nonpayment of goods to suppliers arising from the actions or directions of Subcontractor.
9. As Owner-Purchased Materials are delivered to the job site, the Subcontractor and the Contractor as Owner's Representative, shall visually inspect all shipments for the suppliers, and approve the vendor's invoice for materials delivered. The Subcontractor shall assure that each delivery is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier confirming the Purchase Order, together with such additional information as the Owner or Contractor may require. The Subcontractor will verify, in writing, the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the Contractor for his forwarding to the Owner. The Owner will process and pay directly to the vendor in the manner as all other Owner Entity invoices are processed. The Owner shall have the right to assign Owner personnel to verify and audit the accuracy of all Direct Purchase documents.
10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Subcontractor discovers defects or non conformities in the Owner-Purchased Material, upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner through the Construction Manager of such occurrence. If the Subcontractor fails to perform such inspection, and otherwise incorporates Owner-Purchased Materials, the condition of which it either

knew about or should have known about by performance of an inspection, Subcontractor shall promptly take action to remedy the defect or non conformity so as not to delay the Work.

11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the Work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through the Contractor, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the Work.
12. The Subcontractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or Vendor.
13. Notwithstanding the transfer of Owner Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title to any and all Owner Purchased Materials.
14. The transfer of the possession of Owner Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner Purchased Materials. Owner Purchased Materials shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store and protect all Owner Purchased Materials.
15. The Owner shall purchase and maintain insurance pursuant to the requirements set forth in the Owner and Construction Manager Agreement which shall be sufficient to protect against any loss or damage to Owner Purchased equipment, materials or supplies. Such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project from the time the Owner first takes title.
16. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or any other problems with the Project, or for any extra or cost resulting from delay in the delivery of, or defects in, Owner Purchased Materials.
17. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's

issuance of payment to the suppliers, based upon Subcontractor's records of materials delivered to the site and any defects in such materials.

18. In order to arrange for the prompt payment to the supplier, the subcontractor shall provide to the Owner, through the Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Orders, invoices, and delivery receipts of data provided. Checks will be released, delivered and remitted directly to the suppliers. The Subcontractor agrees to assist the Owner to immediately obtain partial or final release of lien waivers as appropriate.
19. At the end of the Project, any refund for surplus materials returned to suppliers plus applicable sales tax savings amount shall be created with an additive Change Order to the Subcontractor's agreement with the Construction Manager. Salvage materials shall be the property of the Owner and stored or removed from the site by the Subcontractor at the Owner's discretion.
20. The Construction Manager has obtained and submitted to the Owner a Technical Assistance Advisement issued by the State of Florida Department of Revenue referencing procedures to be followed to provide for tax exempt purchases, and attached as part of this Exhibit to this Addendum. Owner hereby agrees to follow those procedures in cooperation with the Construction Manager, and indemnifies Construction Manager from liability if the Department of Revenue determines that any purchases treated as tax exempt by the parties failed to meet the criteria for exemption.

## **PART 2 PRODUCTS**

## Not Used ##

## **PART 3 EXECUTION**

## Not Used ##

**END OF SECTION**



**SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
DIRECT OWNER PURCHASE PROGRAM  
VENDOR REQUEST FORM**

CONSTRUCTION MANAGER:
ADDRESS:
TELEPHONE/FAX:

DATE: \_\_\_\_\_

TO: Pam Norwood	FROM: CONSTRUCTION MANAGER
COMPANY: School Board of Broward County, FL	NAME:
ADDRESS:	ADDRESS:
	TEL/FAX:
PROJECT #:	CONTACT:
PROJECT NAME:	

We are sending you attached  
via fax the following items:

These are transmitted as checked below:

	<input type="checkbox"/> As Requested
	<input type="checkbox"/> For Your Use
	<input type="checkbox"/> For Review & Comment
	<input type="checkbox"/> For Execution
	<input type="checkbox"/> For Your Information

COPIES	DATE	NUMBER	DESCRIPTION

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_

SIGNED BY  
 CONSTRUCTION MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

**SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
DIRECT OWNER PURCHASE PROGRAM  
INVOICE SUMMARY**

VENDOR: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE/FAX: \_\_\_\_\_

**LETTER AUTHORIZING PAYMENT**

FACILITY NAME: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
PROJECT NUMBER: \_\_\_\_\_  
MONTH ENDING: \_\_\_\_\_

School Board of Broward County PO #: \_\_\_\_\_

Purchase Order Amount:  
Previous Order Paid:  
Amount this Period:  
Balance to Finish:

---

Sales tax savings this period:  
Total sales tax savings accrued to date on this purchase order:

---

<u>Invoice #</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>

Total: \_\_\_\_\_

*All material for the above invoices has been delivered to, in good condition, and is for use at.*

Vendor Approved for Payment: \_\_\_\_\_ Date: \_\_\_\_\_

Const. Manager/TPM Approved for Payment: \_\_\_\_\_ Date: \_\_\_\_\_

Project Manager Approved for Payment: \_\_\_\_\_ Date: \_\_\_\_\_



## **RIDER TO PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That **CONTRACTOR NAME**, as Principal, and **SURETY NAME**, as Surety, in a certain bond dated the \_\_\_\_ day of \_\_\_\_\_, in the penalty of **\$BOND AMOUNT** in favor of the **School Board of Broward County, Florida** hereby agree to amend the bond as follows:

- **Increase the bond amount from \$BOND AMOUNT to \$FINAL AMOUNT.**

such change to be effective the \_\_\_\_ day of \_\_\_\_\_; provided, however, that said bond shall continue subject to the terms, conditions and limitations thereof, except, as hereby changed.

This Rider incorporates all provisions of the Performance Bond with the agreement date of \_\_\_\_\_, partial GMP date of \_\_\_\_\_ and final GMP date of \_\_\_\_\_.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_\_.

**SURETY NAME**

**(Seal)**

\_\_\_\_\_  
**, Attorney-In-Fact and  
Florida Licensed Resident Agent**

**CONTRACTOR NAME**

**(Seal)**

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

## **RIDER TO PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, That **CONTRACTOR NAME**, as Principal, and **SURETY NAME**, as Surety, in a certain bond dated the \_\_\_\_ day of \_\_\_\_\_, in the penalty of **\$BOND AMOUNT** in favor of the **School Board of Broward County, Florida** hereby agree to amend the bond as follows:

- **Increase the bond amount from \$BOND AMOUNT to \$FINAL AMOUNT.**

such change to be effective the \_\_\_\_ day of \_\_\_\_\_; provided, however, that said bond shall continue subject to the terms, conditions and limitations thereof, except, as hereby changed.

This Rider incorporates all provisions of the Payment Bond with the agreement date of \_\_\_\_\_, partial GMP date of \_\_\_\_\_ and final GMP date of \_\_\_\_\_.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_\_.

**SURETY NAME**

**(Seal)**

\_\_\_\_\_  
**, Attorney-In-Fact and  
Florida Licensed Resident Agent**

**CONTRACTOR NAME**

**(Seal)**

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

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

**Total Program Manager Agreement**

**Project Schedule**

Project No:  
Project Title:  
Facility Name:

---

The required project schedule milestones for this project are presented below. Items marked undetermined require additional development and submittal of the Total Program Manager's Master Schedule as required by the Total Program Manager at Risk Agreement for this project.

<b>ACTIVITY</b>	<b>DATE REQUIRED OR ESTIMATED TIME PERIOD</b>
<b>Phase I: Schematic Design:</b>	<b>Consecutive Calendar Days</b>
<b>Phase II: Design Development</b>	<b>Consecutive Calendar Days</b>
<b>Phase III: Construction Documents Development</b>	
<b>50% Construction Documents</b>	<b>Consecutive Calendar Days</b>
<b>100% Construction Documents</b>	
<b>Phase IV: Bidding and Award of Contract</b>	<b>Consecutive Calendar Days</b>
<b>Phase V: Construction</b>	<b>Consecutive Calendar Days</b>
<b>Substantial Completion:</b>	<b>Consecutive Calendar Days</b>
<b>Final Completion:</b>	<b>Consecutive Calendar Days</b>
<b>Phase VI: Warranty</b>	<b>Consecutive Calendar Days</b>

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

**Total Program Manager Agreement**

**PROJECT SCOPE**

Project No:  
Project Title:  
Facility Name:

---

**The following scope of work is included in this agreement for the Project listed above:**

<b>Item</b>	<b>Scope of Work</b>	<b>Special Description (if any)</b>
1.		
2.		

**Document 00620**  
**SUBCONTRACTOR'S PERFORMANCE BOND**

**SUBCONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

**CONTRACTOR** (Name and Address):

**CONSTRUCTION CONTRACT:**

Project Title: \_\_\_\_\_

Project Number: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Project Location: \_\_\_\_\_

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

**KNOW ALL PERSONS BY THESE PRESENTS**, that the Subcontractor, as Principal, and the Surety, a corporation duly authorized to transact business in the State of Florida, jointly and severally, bind themselves, their heirs, executors, administrators, successors, assigns, and legal representatives to the Contractor, for the performance of the Construction Contract listed above, which is incorporated herein by reference, in the sum of:

Written  
Amount: \_\_\_\_\_ Dollars

Figures: \$ \_\_\_\_\_  
good and lawful money of the United States.

Signed and sealed at Fort Lauderdale, Florida, this \_\_\_\_ day of \_\_\_\_, A.D. , **20**\_\_\_\_\_.

**THE CONDITION OF THIS BOND** is that if the Subcontractor:

1. Performs the Construction Contract between the Subcontractor and Contractor, the Contract made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Contractor all losses, damages, expenses, costs, and attorney's fees, including all appellate proceedings, that the Contractor sustains because of a default by Subcontractor under the Contract; and

3. Performs the guarantee and maintenance of all work and materials provided under the Contract for the time specified in the Contract, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, all in accordance with the laws and statutes of the State of Florida and particularly Section 255.05, Florida Statutes.

**SURETIES OBLIGATIONS:**

A. The Surety's obligation under this Bond shall arise after:

1. The Contractor has notified the Subcontractor and the Surety that the Contractor is considering declaring a Subcontractor Default and has requested and attempted to arrange a conference with the Subcontractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Contractor, the Subcontractor and the Surety agree, the Subcontractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Contractor's right, if any, subsequently to declare a Subcontractor Default; and
2. The Contractor has declared a Subcontractor Default and formally terminated the Subcontractor's right to complete the contract. Such Subcontractor Default shall not be declared earlier than twenty days after the Subcontractor and the Surety have received notice as provided in Subparagraph A.1; and
3. The Contractor has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Contractor.

B. When the Contractor has satisfied the conditions of Paragraph A, the Surety shall promptly and at the Surety's expense take one of the following actions:

1. Arrange for the Subcontractor, with consent of the Contractor, to perform and complete the Construction Contract; or
2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Contractor for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Contractor and the contractor selected with the Contractor's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Contractor the amount of damages as described in Paragraph D in excess of the Balance of the Contract Price incurred by the Contractor resulting from the Subcontractor's default; or
4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - a. After investigation, determine the amount for which it may be liable to the Contractor and, as soon as practicable after the amount is determined, tender payment therefor to the Contractor; or
  - b. Deny liability in whole or in part and notify the Contractor citing reasons therefor.

C. If the Surety does not proceed as provided in Paragraph B with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written

notice from the Contractor to the Surety demanding that the Surety perform its obligations under this Bond, and the Contractor shall be entitled to enforce any remedy available to the Contractor. If the Surety proceeds as provided in Subparagraph B.4, and the Contractor refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Contractor shall be entitled to enforce any remedy available to the Contractor.

- D. After the Contractor has terminated the Subcontractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph B.1, B.2, or B.3 above, then the responsibilities of the Surety to the Contractor shall not be greater than those of the Subcontractor under the Construction Contract, and the responsibilities of the Contractor to the Surety shall not be greater than those of the Contractor under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Contractor of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
1. The responsibilities of the Subcontractor for correction of defective work and completion of the Construction Contract;
  2. Additional legal, design professional and delay costs resulting from the Subcontractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph B; and
  3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Subcontractor.
- E. The Surety shall not be liable to the Contractor or others for obligations of the Subcontractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Contractor.
- F. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- G. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within the time provided by Florida Law after Subcontractor Default or within five years after the Subcontractor ceased working or within five years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**NOTICE:**

- A. Notice to the Surety, the Contractor or the Subcontractor shall be mailed or delivered to the addresses shown on the first page of this Bond.
- B. Faxed or other electronic transmission of Notice will not be allowed.

**DEFINITIONS**

- A. Balance of the Contract Price: The total amount payable by the Contractor to the Subcontractor under the Construction Contract after all proper adjustments have been made, including allowance to the Subcontractor of any amounts received or to be received by the Contractor in settlement of insurance or other claims for damages to which the Subcontractor is entitled,

reduced by all valid and proper payments made to or on behalf of the Subcontractor under the Construction Contract.

- B. Construction Contract: The agreement between the Contractor and the Subcontractor identified on page 1 of this Bond, including all Contract Documents, addenda, change orders, modifications, and other changes thereto.
- C. Subcontractor Default: Failure of the Subcontractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- D. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to pay the Subcontractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

### **DUAL OBLIGEE**

The School Board of Broward County, Florida shall be deemed an additional and dual Obligee hereunder with all the rights and remedies available to the Contractor.

**IN WITNESS WHEREOF**, the Subcontractor has hereunder signed his (its) name and affixed his (its) seal, and the said Surety, a corporation as aforesaid has caused this bond to be executed by and through its offices and agents thereunto duly authorized this day and year first above written.

### **APPROVED:**

\_\_\_\_\_  
Subcontractor (Principal) (Seal)

\_\_\_\_\_  
Surety (Seal)



**Document 00625**  
**SUBCONTRACTOR'S PAYMENT BOND**

**SUBCONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

**CONTRACTOR** (Name and Address):

**CONSTRUCTION CONTRACT:**

Project Title: \_\_\_\_\_

Project Number: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Project Location: \_\_\_\_\_

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

**KNOW ALL PERSONS BY THESE PRESENTS**, that the Subcontractor, as Principal, and the Surety, a corporation duly authorized to transact business in the State of Florida, jointly and severally, bind themselves, their heirs, executors, administrators, successors, assigns, and legal representatives to the Contractor, to pay for labor, materials and equipment provided for use in the performance of the Construction Contract listed above, which is incorporated herein by reference, in the sum of:

Written  
Amount: \_\_\_\_\_ Dollars

Figures: \$ \_\_\_\_\_  
good and lawful money of the United States.

Signed and sealed at Fort Lauderdale, Florida, this \_\_\_\_ day of \_\_\_\_, A.D. , **20** \_\_\_\_.

**THE CONDITION OF THIS BOND** is that if the Subcontractor:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Subcontractor with labor, materials, or supplies used directly or indirectly by the Subcontractor in the prosecution of the Work provided for in the Contract; and

2. Defends, indemnifies and holds harmless the Contractor from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Contractor has promptly notified the Subcontractor and the Surety of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Subcontractor and the Surety, and provided there is no Contractor Default; and
3. Pays Contractor all losses, damages, expenses, costs, and attorney's fees, including all appellate proceedings, that the Contractor sustains because of a default by Subcontractor under the Contract, then this Bond is void; otherwise, it remains in full force and effect, both in equity and in law, all in accordance with the laws and statutes of the State of Florida and particularly Section 255.05, Florida Statutes.

**SURETIES OBLIGATIONS:**

- A. The Surety's obligation under this Bond shall arise after:
  1. Claimants who are employed by or have a direct contract with the Subcontractor have given notice to the Surety and sent a copy, or notice thereof, to the Subcontractor, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  2. Claimants, except laborers, who are not in privity with the Subcontractor have not received payment for labor, materials or supplies, used directly or indirectly by the Subcontractor in the prosecution of the Work and have served notice to the Subcontractor, the Contractor, and the Surety within the limitations set forth in Section 255.05, Florida Statutes.
- B. If a notice required by Paragraph A is given by the Contractor to the Subcontractor or to the Surety, that is sufficient compliance.
- C. When the Claimant has satisfied the conditions of Paragraph A, the Surety shall promptly and at the Surety's expense take the following actions:
  1. Send an answer to the Claimant, with a copy to the Contractor, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  2. Pay or arrange for payment of any undisputed amounts.
- D. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- E. Amounts owed by the Contractor to the Subcontractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims if any, under any Construction Performance Bond. By the Subcontractor providing and the Contractor accepting this Bond, they agree that all funds earned by the Subcontractor in the performance of the Construction Contract are dedicated to satisfy obligations of the

Subcontractor and the Surety under this Bond, subject to the Contractor's priority to use the funds for the completion of the work.

- F. The Surety shall not be liable to the Contractor, Claimants or others for obligations of the Subcontractor that are unrelated to the Construction Contract. The Contractor shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- G. The Surety hereby waives notice of any change including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- H. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph A.1 or Clause A.2.c, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were provided by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**NOTICE:**

- A. Notice to the Surety, the Contractor or the Subcontractor shall be mailed or delivered to the addresses shown on the first page of this Bond.
- B. FAX'd or other electronic transmission of Notice will not be allowed.
- C. Actual receipt of notice by Surety, the Contractor or the Subcontractor shall be sufficient compliance as of the date received at the address shown on the signature page.

**DEFINITIONS**

- A. Claimant: An individual or entity having a direct contract with the Subcontractor or with a subSubcontractor of the Subcontractor to provide labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Subcontractor and the Subcontractor's subSubcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were provided.
- B. Construction Contract: The agreement between the Contractor and the Subcontractor identified on page 1 of this Bond, including all Contract Documents, addenda, change orders, modifications, and other changes thereto.

- C. Subcontractor Default: Failure of the Subcontractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- D. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**DUAL OBLIGEE**

The School Board of Broward County, Florida shall be deemed an additional and dual Obligee hereunder with all the rights and remedies available to the Contractor.

**IN WITNESS WHEREOF**, the Subcontractor has hereunder signed his (its) name and affixed his (its) seal, and the said Surety, a corporation as aforesaid has caused this bond to be executed by and through its offices and agents thereunto duly authorized this day and year first above written.

**APPROVED:**

\_\_\_\_\_  
Subcontractor (Principal) (Seal)

\_\_\_\_\_  
Surety (Seal)

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

☐ Exempt  
payee

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.

Social security number

or

Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

## 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>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.

## 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.

## 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.



**The School Board of Broward County, Florida**  
**Total Program Manager (TPM) Agreement**

**Truth in Negotiations Certification**

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

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**(Firm's Letterhead)**

PROJECT NAME:

AMOUNT OF CONTRACT (Negotiated Fees):

**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